

**EXHIBIT A**  
**NSP Single-Family and Multi-Family Rental Program Manual:**  
**Lake County Housing Services Division**

## **I. Purpose**

The purpose of this Manual is to govern the implementation of single-family and multi-family acquisition, rehabilitation and home rental programs being carried out under NSP Agreements with Lake County Housing Division Services. The Manual includes policies and procedures to be followed regarding eligible uses of NSP funds, property acquisitions, rehabilitation/construction, intakes/applications, counseling, rental, recapture-resale control mechanisms, and record keeping/retention.

## **II. Definitions**

**Applicant:** A person or persons who have applied to Non-Profit for approval of an NSP home purchase and Homeowner Financial Assistance.

**Grantee:** Lake County, a political subdivision of the State of Florida.

**Non-Profit:** An NSP Non-Profit subject to an NSP Agreement funded by an NSP project.

**NSP:** The Department of Housing and Urban Development (HUD)'s Neighborhood Stabilization Program, established by the Housing and Economic Recovery Act of 2008 to stabilize neighborhoods whose viability has been and continues to be damaged by the economic effects of properties that have been foreclosed upon and abandoned. For more information, see the NSP website:

<http://hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/>

All references to NSP shall mean NSP3 funds.

**NSP Agreement:** An agreement entered into by Grantee and Non-Profit for the purpose of funding and carrying out NSP-eligible activities on one or more NSP-eligible properties.

**NSP Renter:** The renter of an NSP-assisted housing unit.

**NSP Property:** A residential property that is rehabilitated, newly constructed or reconstructed pursuant to Developer's agreement with Grantee.

**NSP Rental Unit:** A dwelling unit in a one- to four-family property that will be occupied by an NSP Renter.

**NSP Multifamily Rental Unit:** A dwelling unit in a property that exceeds four units in one contiguous space and will be occupied by an NSP Renter.

**NSP Program Budget:** The budget showing actual costs and funding for Non-Profit's entire NSP program in the aggregate.

**Project Funding:** Any and all governmental and private funds, including Non-Profit's cash, used to pay for the costs to carry out the redevelopment of a single NSP-assisted property.

**Project Budget:** A budget for all acquisition, rehab/construction and soft costs for a particular home that Non-Profit must submit to Grantee prior to committing to purchase any property for use in the NSP program.

### **III. Key Terms of NSP Financing**

Non-Profit's expenditures for program delivery will be limited as follows:

#### **A. Maximum NSP Expenditure Per Dwelling Unit**

Non-Profit's expenditures for program delivery will be limited as follows, unless changes to the limits are agreed to in writing by the Grantee and Non-Profit for a particular property:

1. Minimum number of homes to be acquired, developed and rented: **two (2) single family homes and (1) one multi-family complex not to exceed twelve (12) apartment units total, hereinafter referred to as "homes."**
2. Eligible properties: Non-Profit will acquire, and carry out the permitted activities on only those properties that are located in the designated NSP3 Target Areas. Properties acquired must be abandoned or foreclosed upon, vacant lots, or vacant residential structures, as defined in this Program Manual. Residential structures will be rehabilitated unless the structure is economically infeasible to rehabilitate.

3. Number of homes to be developed for households with incomes at or below fifty percent (50%) of area median family income (MFI), to meet Grantee's twenty-five (25%) set-aside requirement: **All homes and multi-family units shall be developed for households with incomes at or below fifty percent (50%) of MFI.**

4. Prior approval of acquisitions by Grantee: Non-Profit may not execute a purchase agreement for a property to be acquired and developed without first obtaining written approval by Grantee. To request this approval, Non-Profit will provide Grantee with a property description, proof of abandoned, foreclosed, or vacant status as applicable, preliminary plans and specifications for rehabilitation or construction work, a preliminary development cost, an estimate of sales price, and an estimate of net sales proceeds including line item estimates of sales and marketing costs, closing costs and financing to be provided to the buyer. The preliminary cost estimate will be provided in a form similar to the development cost estimates shown in this Program Manual. Grantee will base its approval upon an assessment of NSP3 compliance, financial feasibility, conformity to expenditure limits described herein, and the potential marketability of the property. In addition, properties must be located in the Target Areas as described herein.

5. Approval and funding of demolition costs: Primary structures on acquired properties may not be demolished unless prior written approval is given by the Grantee. If Grantee does not give written approval of demolition, Non-Profit must fund the cost of demolition (if any) from the Non-Profit's own resources.

6. **A. Maximum NSP3 expenditure per single family dwelling unit:**

(i) Acquisition Costs: Non-Profit may spend no more than \$80,000 to **acquire** any home under the NSP3 Program, unless Grantee gives written approval for an additional amount in accordance with the Program Manual. The purchase price shall be at least a one percent (1%) discount of the listed or market value. Of the total purchase price of any home, Grantee shall reimburse Non-Profit fifty percent (50%) of the acquisition cost not to exceed \$40,000. Non-Profit shall use its own resources to fund the remaining portion of the purchase price.

(ii) Rehabilitation Costs: After acquisition, Non-Profit may spend no more than \$20,000 to **rehabilitate** any home, unless Grantee gives written approval for an additional amount in accordance with the Program Manual. Of the total rehabilitation cost (Rehab Cost) for any

home, Grantee shall reimburse Non-Profit fifty percent (50%) of the Rehab Cost not to exceed \$10,000. Non-Profit shall use its own resources to fund the remaining portion of the Rehab Costs. All Rehab Costs shall be pre-approved in writing by the Grantee, including change orders.

(iii) Soft Costs: Grantee shall reimburse Non-Profit for the actual soft costs incurred during the acquisition and rehabilitation phases of each home not to exceed \$2,500 per home. Soft costs are defined as appraisals, surveys, title opinions, and environmental assessments.

(vi). Total Grantee Investment: The total Grantee investment will not exceed **\$52,500** per single family dwelling unit. The total investment shall include the Grantee's portion of the acquisition, rehabilitation, and soft costs.

**B. Maximum NSP3 expenditure per multifamily project:**

(i) Acquisition Costs: Non-Profit may spend no more than \$100,000 to acquire any multifamily project under the NSP3 Program, unless Grantee gives written approval for an additional amount in accordance with the Program Manual. The purchase price shall be at least a one percent (1%) discount of the listed or market value. Of the total purchase price of the multifamily project, Grantee shall reimburse Non-Profit fifty percent (50%) of the acquisition cost not to exceed \$50,000. Non-Profit shall use its own resources to fund the remaining portion of the purchase price.

(ii) Rehabilitation Costs: After acquisition, Non-Profit may spend no more than \$400,000 to rehabilitate the multifamily project, unless Grantee gives written approval for an additional amount in accordance with the Program Manual. Of the total rehabilitation cost (Rehab Cost) for the multifamily project, Grantee shall reimburse Non-Profit fifty percent (50%) of the Rehab Cost not to exceed \$200,000. Non-Profit shall use its own resources to fund the remaining portion of the Rehab Costs. All Rehab Costs shall be pre-approved in writing by the Grantee, including change orders.

(iii) Soft Costs: Grantee shall reimburse Non-Profit for the actual soft costs incurred during the acquisition and rehabilitation phases of each multifamily project not to exceed \$5,000. Soft costs are defined as appraisals, surveys, title opinions, and environmental assessments.



(vi). Total Grantee Investment: The total Grantee investment will not exceed **\$255,000** per the multifamily project. The total investment shall include the Grantee's portion of the acquisition, rehabilitation, and soft costs

7. Other limits on expenditures: Other acquisition, rehabilitation/construction and soft costs are not subject to per-home cost limits, but must be reasonable and ordinary costs of development and, in the aggregate, must conform to the per-home cost limits and average costs described elsewhere herein. No NSP3 funds may be spent for purchases of equipment or furnishings.

8. Accounting for expenditures: Non-Profit will account for total NSP3 expenditures and rents per home by means of assigning an accounting code for NSP3-funded or reimbursed expenses for each property.

9. Maximum/minimum rental: During the affordability period, Non-Profit must ensure that the rents they charge for their NSP-assisted rental units do not exceed the applicable HOME rent limits for Very Low Income. HUD updates and publishes HOME rent limits each year. Lake County will provide the updated rent limits to the Non-Profit annually. Rental limits is included in **Appendix 1**, attached hereto and incorporated herein by reference.

10. Repayment of net proceeds of sale to Grantee: Lake County will ensure long term affordability through the use of a Deed Restricted Covenant which will be recorded against the property. If an owner, who has been assisted through this program, transfers title to the property before the affordability period expires, the assistance provided by the County will be subject to recapture. The County will annually monitor rental developments that are assisted with NSP funds during the affordability period to ensure that the specified units are affordable and that the property(s) continue to meet minimum housing quality standards. Rental units created or developed through the use of NSP funds will have a minimum 15 year affordability period.

## **B. Income Eligibility Requirements**

In accordance with section 2301(f)(3)(A) of the Housing and Economic Recovery Act of 2008 (HERA), Public Law 110-329, the Developer will use all NSP funds to assist individuals and families whose incomes do not exceed 120 percent of area family median income. The Grantee is responsible for ensuring that twenty-five percent (25%) of the total grant is used for the purchase and redevelopment of abandoned or foreclosed upon homes or residential properties to house individuals and families whose incomes do not exceed fifty percent (50%) of area family median income, as required by HERA. The Non-Profit will use **100%** NSP funding for individuals and families

at or below fifty percent (50%) of area median family income if required by provisions of the Non-Profit Agreement.

### **C. Allowed Amounts of Rents for NSP Rental Units**

Maximum rental amounts will be readjusted annually by the Grantee based on the income limits prevailing for the location of the rental housing, which are published by HUD for the maximum HOME rental assistance program on HUD's website. Developer will adjust the maximum rental amount within thirty (30) days of publication of new income limits and apply the maximum amount to all new leases executed after that time. To determine the affordable rental amount, Non-Profit will follow these procedures:

1. For each home, a household size will be assumed based on the numbers of bedrooms in the home, as follows: studio, one person; 1-bedroom, one person, 2-bedroom, two persons; 3-bedroom, three persons; 4-bedroom, four persons.
2. Non-Profit will identify the income limit for the appropriate household size and maximum allowed percentage of area median family income from the HUD income limits.
3. The resulting income amount will be multiplied by thirty percent (30%) to represent an affordable housing payment.
4. Using a schedule of utility allowances from the local housing authority or equivalent document, the estimated amounts of the tenant-paid utilities will be deducted from the affordable housing payment amount. The result will be the maximum allowed cash rent. The Non-Profit will comply with the criteria for rental contained within **Appendix 1-A**.

### **D. Initial Applicant Eligibility**

- Completed application in the project file
- Initially, 100% of households at or below 50% MFI
- Income determined using Lake County's allowable definition, verified by source documents at tenants' initial occupancy
- Source documentation (wage statements, interest statements) in the project file
- Completed calculation of household income
- Determination of eligibility (based on current HOME income limits)

### **E. Continued Tenant Income Eligibility**

- 100% of households at or below 80% area median income MFI
- Tenant files documenting annual income certification
- Every year, source documentation (wage statements, interest statements) in the project file
- Completed calculation of household income

- Determination of eligibility (based on current HOME income limits)

#### **F. Rents Records**

- Rents: 30% of tenant income, or 30% of income of a household at or below 50% MFI
- Rent and occupancy reports, documenting rent per unit
- Documentation of utility allowances used to determine rents
- Completed calculation of rent determination
- Tenant leases documenting actual rents charged
- Annual Rent Roll

#### **G. Fair Housing and Affirmative Marketing**

- Follow Lake County's Analysis of Impediments affirmative marketing procedures
- Nondiscrimination in all rental activities
- Documentation showing all advertising and outreach activities

##### **Tenant Protections**

- Leases for at least one year; PJ approval required for shorter lease
- Fair and equitable tenant selection policy
- Written notification to rejected applicants
- Tenant selection policy
- All prospective tenant applications and correspondence
- Tenant files, including tenant leases
- Documentation of PJ approval for any leases less than one year

#### **H. Property Standards**

- Continued compliance with applicable codes and standards:
  - Acquisition: state/local codes
  - Rehabilitation: state/local codes or national mod
- Documentation of work on property, work orders, capital improvements

#### **I. Program Income**

NSP project funding will be as 0%-interest loans with 100% of NSP invested funds required for repayment if sale or transfer of the property by the Non-Profit. The Non-Profit will use sixty five (65%) of the rental income for operating costs. Non-Profit will keep thirty five (35%) of the gross rents as a property management fee, either to be drawn by the Non-Profit directly if the Non-Profit is the property manager, or paid to a third-party manager.

### **IV. Property Acquisition**

#### **A. Eligible Properties**

Eligible properties must meet the following criteria:

1. Must be located in an NSP Target Area(s) indicated in the NSP Agreement.
2. Must have no substantial adverse environmental factors as determined by an environmental review. See Section F below.
3. Must have only one dwelling unit on site for single-family or no more than twelve (12) units for multifamily unless Grantee's advance approval in writing. The Non-Profit may propose to acquire up to three (3) four-unit apartments under the multi-family category.
4. Must otherwise be suitable locations for marketing and rental of homes to income-qualified tenants. Positive factors to be considered are community involvement, supportive services, and lack of adverse environmental factors as determined by an environmental review.
5. Must be unoccupied and have no personal possessions on site. If Non-Profit discovers that a property is occupied or has personal possessions on site, Non-Profit must immediately abandon the investigation and inform the seller that the property will not be considered for purchase.
6. Must be in one (1) or more of the following NSP property categories and only as indicated in the NSP Agreement. For example, Non-Profit may not acquire a blighted property unless the Agreement allows acquisitions in that category;
  - a) Foreclosed: Under state or local law, foreclosure proceedings have been initiated or completed; or foreclosure proceedings have been completed and title has been transferred to an intermediary aggregator or servicer that is not an NSP grantee, sub recipient, Non-Profit, or end user; or a tax deed application has been filed and/or completed with a tax deed being issued to a third party.
  - b) Abandoned: A home is abandoned when no mortgage or tax payments have been made by the property owner of record for at least ninety (90) days, or a code enforcement inspection has determined that the property is not habitable and the owner has taken no corrective actions within ninety (90) days of notification of the deficiencies
  - c) Vacant: The NSP program does not define the term vacant, but this manual defines a vacant property as one that has been unoccupied for at least ninety (90) days and has no bona fide tenant with rights of occupancy.

7. Must be acquired with a valid deed free and clear of all encumbrances. Purchases with any other form of deed or with any lien, deed restriction, land lease or other encumbrance must be approved in writing by Grantee prior to Non-Profit making an offer.

## **B. Property Investigations**

Non-Profit is responsible for property investigations and will recoup the costs of investigations through a Non-Profit's Soft Cost fee as indicated in the NSP Agreement. All fees must meet a national objective to be eligible NSP covered expenses. Non-Profit will identify potential properties for acquisition by researching public records, obtaining proprietary data about recent and pending foreclosures, contracting with real estate brokers and/or other effective methods. Prior to making an offer, Non-Profit will complete the following tasks:

1. Inspect the site conditions and structures and complete a preliminary rehab/construction cost estimate in format that is acceptable to the Grantee.
2. Complete a Project Budget that includes all proposed NSP-funded expenses for acquisition, site work, rehab/construction, holding costs, closing costs, Non-Profit fee, and other soft costs.
3. Obtain a fully compliant Uniform Residential Appraisal if the property is foreclosed upon and Non-Profit plans to execute a sales agreement on the property within sixty (60) days; however if the sale is not completed, Non-Profit may not be reimbursed with NSP funds.
4. Verify and document in a property file that the property is vacant and has no personal possessions onsite. Documentation should include a signed and dated inspection report, digital and printed photos, and notes from interviews with neighbors (if available) indicating the approximate last date of occupancy. If information from neighbors is not available, documentation should include data from a utility company or the Post Office indicating the date of terminating service. The seller must complete a form stating that the property meets all requirements of the Federal Uniform Relocation Act. See Section V regarding relocation requirements and protections for tenants in occupied properties;
5. Comply with Federal Recovery Act protections for bona-fide tenants of residential properties foreclosed upon on or after February 17, 2009. These requirements directly affect initial successors in interest (ISII) who take title to

the property through foreclosure (including lenders and others who purchase property at foreclosure sales). If Non-Profit or Grantee knows that the ISII did not comply with the NSP tenant protections and vacated the property contrary to Recovery Act requirements, then the transaction shall be abandoned or an alternative source of funds shall be used. NSP funds cannot be used for such properties.

### **C. Grantee Approval of Property Acquisitions**

Non-Profit will follow these procedures in order to obtain Grantee's approval prior to acquiring properties for this program. Non-Profit shall transmit electronically a property information package to Grantee that consist of a completed and originally signed Request for Reimbursement for Neighborhood Stabilization Program form plus, appropriate back up material that includes but not limited to the following:

1. A detailed rehab work write-up and cost estimate, material specifications and cost estimate. Rehab estimates will include a ten percent (10%) contingency line item.
2. A development description and Project Budget in the spreadsheet form provided in **Appendix 2**.
3. A preliminary appraisal indicating the current property value.
4. A complete copy of the draft Purchase Agreement with the NSP-required conditional purchase agreement addendum. See **Appendix 3** for the approved language, which makes the offer conditional upon an approved environmental review and the contract price being at least one percent (1%) less than market value as indicated by an appraisal to be obtained by Non-Profit. If the agreement calls for Non-Profit to pay for taxes or other liens or assessments in arrears, those amounts must be added to the contract price for purposes of calculating the discount from market value.
5. A copy of the Notice of Voluntary Acquisition that will be transmitted to the seller. See **Appendix 4** for an example of this form.
6. Evidence that the property is foreclosed, abandoned or vacant.
7. Copy of title insurance policy on the subject property acceptable to Grantee.
8. Copy of Comprehensive Liability Insurance Policy in a form acceptable to Grantee.

9. Copy of Property Insurance Policy in form acceptable to Grantee listing the Lake County Board of County Commissioners as a certificate holder or coinsured.

After documentation is reviewed and approved, Grantee will arrange for a closing and a funding disbursement.

#### **D. Purchase Offers**

Non-Profit will manage purchase offers as follows:

1. Obtain written approval via email or hard copy from Grantee before presenting the offer. See **Appendix 3** for the approval form.
2. Transmit signed Notice of Voluntary Acquisition to seller.
3. Execute and transmit purchase agreement to seller with the required addendum. Include with the transmittal a Seller Certification Form to be executed by the seller. See **Appendix 5**. If the seller will not execute the certification form, assure that other due diligence is completed in accordance with Section IV(c)(4) to determine that the property does not have a bona fide tenant.

#### **E. Environmental Review**

Grantee is responsible, at its own expense, for completing Tier 1/Phase 1 environmental assessments of the selected property. Non-Profit will complete a Tier 2/Phase 2, site-specific environmental review, using the form contained in **Appendix 6**, and following these steps:

1. Complete the Grantee's Environmental Review (ER) form.
2. Submit the completed ER form to Grantee.
3. When Grantee has given written approval or denial of the ER, inform the seller. If the ER is denied, abandon the transaction. **Approval must be obtained before closing the purchase of the property.**

#### **F. Appraisals**

For any foreclosed property being acquired by Non-Profit pursuant to an NSP Agreement, obtain a fully compliant Uniform Residential Appraisal of fair market value of the property in its current condition in order to determine if the contract price is at

least one percent (1%) lower than the appraised amount. If the appraisal was completed prior to making the offer, it may not be more than sixty (60) days old at the time that the purchase agreement is executed. This appraisal is in addition to any preliminary appraisal completed during the initial property investigation, unless a full appraisal was performed at that time and the full appraisal is not more than sixty (60) days old at the time that the purchase agreement is executed.

## **G. Closings**

The following procedures will be followed for closings on properties acquired by Non-Profit:

1. Obtain a title policy binder for the property.
2. Complete legal review and approval of the closing documents.
3. Prepare an Acquisition Draw Request for Grantee (see **Appendix 7**) and transmit to Grantee along with an electronic copy of the property appraisal.
4. Execute and record an initial Declaration of Covenant in favor of Lake County for the amount equal to the acquisition cost and soft cost described in the Project Budget or other amount approved by Grantee.

When the closing is completed, assure that grantee receives copies of the deed and recorded lien. If Grantee has agreed in advance to a purchase, subject to Non-Profit's payment for liens or other encumbrances, copies of all documents justifying those payments must be transmitted as well.

## **V. Relocation of Occupants and Tenant Protections**

Federal Uniform Relocation Act (URA) requirements must be followed in the event that Non-Profit acquires an occupied property—either inadvertently or with the advance permission of Grantee. In such events, Non-Profit will be required to conduct a survey of occupant(s), create a relocation plan, provide a relocation notice and—if the occupant is qualified—give financial assistance in accordance with URA and HUD rules. In addition, Non-Profit must observe all requirements of federal laws protecting tenants who reside in properties foreclosed on or after Feb. 17, 2009, including without exception allowing a bona fide tenant to remain in residence for the term of the lease or ninety (90) days, whichever is longer.

## **VI. Rehabilitation, New Construction and Reconstruction**

### **A. General Responsibilities**



Respective responsibilities of Non-Profit and Grantee are as follows:

1. Non-Profit shall be responsible for preparing plans and specifications (or work write-ups) that conform to program rehab/construction standards, estimating rehab/construction costs, managing contract awards, and managing the construction process. Non-Profit assumes all risks of cost overruns in excess of the construction and contingency budget line item in the previously approved Project Budget, unless Grantee preapproves in writing a revised Project Budget prior to work being initiated.
2. Grantee is responsible for approval of project, providing and interpreting Rehab/Construction Standards; approving plans, specifications and estimates for projects; monitoring the work; and approving draw requests.

## **B. Plans and Specifications**

Non-Profit is responsible for completing plans and specifications (or work write-ups) which conform to Grantee's Rehab/Construction Standards and which are in a form approved by Grantee. See **Appendix 8**. Plans/specifications and work write-ups will include the following:

1. General requirements for which the builder is responsible (permits, fees, mobilization, site utilities, site security, builder's risk insurance, homebuyer warranty, etc.);
2. Site plans, if new structures, fencing, landscaping or other site improvements are being provided;
3. Working drawings and materials specifications, for any new construction or substantial rehabilitation;
4. Rehab work write-ups that show quantity, size, and materials specification for each work write-up item to enable Non-Profit to create accurate cost estimates.
5. For structures built before 1978, the plans and specifications must address remediation of any lead paint or other environmental hazards. All housing units in a project assisted with NSP/CDBG funds must comply with the regulations found at 24 CFR Part 35.

The lead-based paint regulations consolidate all lead-based paint requirements for HUD-assisted housing. The purpose of the regulation is to identify and address lead-based paint hazards before children are exposed to lead. The

regulation is divided into subparts, of which the following apply to the NSP/CDBG program:

Subpart A: Disclosure;

Subpart B: General Requirements and Definitions;

Subpart J: Rehabilitation;

Subpart K: Acquisition, Leasing, Support Services, and Operations; and

Subpart R: Methods and Standards for Lead-Based Paint Hazard Evaluation and Reduction

A Lead Hazard Information Pamphlet--All Occupants, owners, and purchasers must receive the EPA/HUD/Consumer Product Safety Commission (CPSC) lead hazard information pamphlet, or an EPA-approved equivalent. **(Appendix 9)**

Pamphlets should be provided to all households at time of application.

It is mandated that non-profits use the approved acknowledgement form **(Appendix 9)** and have all households sign to document they received and understood the pamphlet. A copy of this acknowledgment form should then be placed in the file.

### **C. Cost Estimates**

Non-Profit is responsible for producing cost estimates including builder overhead and profit in a form approved by Grantee, as follows:

1. Rehab cost estimates will be completed in a line-item, work write-up format with one work item per line unless an alternative form of estimate is approved in writing by Grantee;
2. Cost estimates for construction of new structures and substantial rehabilitation will be based on construction estimates taken from the working drawings of the quantities of materials and labor required or compilations of costs for similar and recently-built or renovated structures;
3. Site improvement cost estimates will be completed for each improvement and based on construction estimates of quantities of materials and labor required;

4. Construction work must be competitively bid even if the Non-Profit acts in the capacity as a general contractor. The cost estimate will be used to determine the cost reasonableness of bids;

#### **D. Bid Packages**

Non-Profit will prepare bid packages with the following components for all work being performed by third-party firms:

1. A request for proposals narrative that includes a general description of the processes for bidding, awards, construction monitoring, lien waivers, and construction draws. The narrative will state that retainage equal to ten percent (10%) of the contract amount will be held back until the punch list is completed. The narrative will include the method of submitting proposals, a due date, and criteria for selection;
2. Plans and specifications (or work write-up) including general requirements, site plans, materials specifications;
3. A form for describing the bidder's experience and licenses;
4. Evidence of required insurance;
5. A price proposal form;
6. Requirements for complying with Section 3 of the Housing and Urban Development Act of 1968, minority and women's business enterprise provisions, lead hazard abatement and other requirements related to federal funding.

#### **E. Bid Solicitation**

Bid packages must be sent to at least five (5) qualified contractors, and bids must be received from at least three (3) such contractors. If at three (3) bids are not received from qualified contractors, the Non-profit will be required to rebid or seek approval from the Grantee to select one (1) of the received bids. The Non-profit shall prove due diligence in soliciting bids. Due diligence will be determined by several factors included but not limited to number of times the bids were solicited, the method the bid was sought, the number of bids received from each bid solicitation, the specificity of the work, and available contractors to provide those services

#### **F. Contract Awards and Contracts**

Contracts will be awarded by Non-Profit based on the selection criteria. Copies of all proposals received and the executed contract will be submitted to Grantee

electronically prior to the first draw. Construction contracts will be in the form provided in **Appendix 10**.

## **G. Construction Monitoring Inspections**

The Grantee's and Non-Profit's roles and responsibilities are as follows:

1. Non-Profit is responsible for monitoring the quality, completeness and conformity to specifications of all work performed by third party contractors, and--if Non-Profit is also the general contractor--all work performed by Non-Profit's personnel or subcontractors;
2. Grantee may assign a representative or representatives to accompany Non-Profit's representative in all construction meetings, construction draw inspections, and the punch list inspection. Grantee may approve draw requests or deny all or a portion of a draw request for cause.

## **H. Construction Draws**

Intermediate construction draw requests shall not be permitted. Grantee shall only remit payment upon receipt of a Final Draw Request with all required supporting documentation as indicated below.

## **I. Change Orders**

Non-Profit may approve change orders for third party participants up to a combined amount equal to the rehab/construction contingency budget line item. Non-Profit is responsible for all construction costs exceeding the contingency budget amount, unless Grantee in its sole discretion approves a revised construction budget and Project Budget and reviews and approves a change order for additional scope of work and costs in excess of the total construction budget. Change orders for Non-profits acting as general contractor must be approved by Grantee prior to initiating work. (**Appendix 11**)

## **J. Punch List, Final Inspection and Final Draw**

Non-Profit's and Grantee's representatives must jointly approve the punch list during or immediately after the punch list inspection and approve the clearing of punch list items after subsequent inspection(s). All punch list items required by Grantee must be included. Upon satisfactory completion of the punch list items (**Appendix 12**), and all applicable paperwork, Grantee will issue a notice of final completion to Non-Profit (**Appendix 13**). The final draw for third party participants (**Appendix 14**) will include the payment of any remaining eligible construction costs, construction retainage, applicable soft costs and the portion of the Non-Profit's fee payable upon completion of construction.

## **VII. Funding of Construction Work and Soft Costs**

NPS funds are available for funding the construction work and soft costs that are indicated in the Project Budget, up to the NSP funding amounts stated in the Project Budget. Non-Profit is responsible for obtaining other funding indicated in the Project Budget and any additional funding required in the event that costs exceed the total amount of the Project Budget. Non-Profit will follow these procedures with draws of NSP funds:

### **A. Fees and Interest Payments**

Fees and interest payments for lines of credit and construction loans are not eligible costs for reimbursement by Grantee with NSP funds and will not be counted toward the total cost basis of the redevelopment of the property. Grantee's intent is to pay for these costs indirectly through payment of the Non-Profit fee.

### **B. Construction Costs**

Construction costs will be funded by Grantee as follows:

1. If all construction work is carried out by a general contractor or multiple contractors, contractor(s) will prepare a draw request or invoice which indicates a ten percent (10%) retainage. The aggregate retainage amount for a contractor will be included in contractor's final draw request or invoice, which will be presented to Grantee after final completion of the project;
2. Requests for NSP funding of soft costs must be accompanied by invoices or other documents from subcontractors or other third parties indicating payment of eligible rehab/construction and soft costs as indicated by the line items in the Project Budget.
3. Non-Profit fees will be paid in two (2) installments as indicated in the NSP Agreement—upon acquisition and final installment at completion of all rehabilitated units collectively. Non-Profit will submit an invoice to Grantee for the fees due upon acquisition and a final invoice to include all approved construction/rehab cost and all approved soft cost for this project.

## **VIII. NSP Single Family and Multifamily Rental**

### **A. Continued Affordability Requirement**

The NSP Program requires that NSP-assisted housing have "continued affordability" for a specified period of years, and permits a Grantee to adopt the HOME standard for affordability, except that housing may be occupied by households with incomes up to 120% of MFI. Grantee has adopted the HOME standards in its NSP Action Plan. The continued affordability period for rental housing is enforced through resale

requirements which are the same as the HOME program. Non-Profits are encouraged to read and understand the HOME Regulations, specifically 24 CFR §92.254, which apply to the Grantee's NSP program.

## **B. Overview**

Resale and Recapture are two methods to ensure that NSP-assisted housing remains affordable for the continued affordability period, which is determined by the amount of the NSP funds invested in the property. See the table below.

<b>NSP Investment</b>	<b>Per-unit Minimum Continued Affordability Period</b>
Less than \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

## **C. How to Determine the per-unit NSP Investment**

The per unit investment of NSP funds is dependent on the amount of NSP funds invested in the project relative to other funding sources, and the number of units that are reserved for occupancy by NSP income-eligible tenants paying NSP-qualified rents.

1. If a structure contains one housing unit, the NSP investment is the amount of NSP funds.
2. If a structure contains two housing units; at least one of the units must be occupied by and restricted for occupancy by an NSP income-eligible tenant paying NSP-qualified rent, in which case the per-unit investment of NSP funds is the total NSP investment in the property. If both units are occupied and restricted for NSP income-eligible tenants paying NSP-qualified rents, the per-unit investment is the average of NSP investment over the two (2) units.
3. If a structure contains three (3) or more housing units, the proportion of units occupied by low, moderate and middle income households must be equal to or greater than the proportion of the total project development costs borne by NSP funds. Thus, if NSP funds represent fifty percent (50%) of the total development costs for a project, then at least fifty (50%) of the units must be occupied by low, moderate or middle income persons upon completion and occupancy. If NSP funds

are the sole funding source for a project, then all units must be occupied by low, moderate and middle income persons.

#### **D. Enforcement Mechanisms**

The mechanisms to enforce continued affordability for rental housing are promissory notes, grant agreements, and documents recorded against the property, such as declarations of covenants and mortgages. Non-Profits are encouraged to read and understand the HOME Regulations, specifically 24 CFR §92.252 (a), (c), (e), and (f), which apply to the Grantee's NSP program for rental housing.

Please reference **Appendix 15** for a sample Restrictive Covenant Agreement that's been used by the Grantee to enforce continued affordability. The covenants reciting the continued affordability requirements must be filed against the property to ensure that the requirements remain in place for the period of continued affordability if the mortgage is satisfied.

### **IX. Marketing and Sales of NSP Homes**

#### **A. Responsibility for Marketing and Sales**

Non-Profit is fully responsible for marketing NSP homes and selling them to qualified buyers. If an NSP home does not sell in a timely manner and this results in cost overruns that cannot be paid out of contingency funds, the Non-Profit will be responsible for paying the additional costs unless, at the sole discretion of Grantee, the Project Budget is revised to provide additional NSP funding.

#### **B. Marketing Plan and Budget**

Prior to marketing the first completed home, Non-Profit must obtain written approval from Grantee for a program marketing plan and budget. The marketing plan will include the following elements:

1. Methods of affirmative outreach to residents of target areas;
2. Other means of advertising homes for sale, including such means as Multiple Listing Service, advertising, flyers, etc.; printed materials and advertisements must include equal opportunity language;
3. Approved language for use in flyers, advertising and listings regarding income qualifications of buyers and NSP financing being offered to buyers;

4. Method and timing of prequalifying prospective buyers, in terms of NSP income eligibility and eligibility for mortgage financing;
5. Policy for managing a waiting list of potential buyers;
6. Sample form of rental application

### **C. Confidentiality of Client Data**

Non-Profit will observe all Privacy Act requirements and keep client data in locked file cabinets or password-protected electronic files.

### **D. Income Eligibility Requirements**

In accordance with section 2301(f)(3)(A) of the Housing and Economic Recovery Act of 2008 (HERA), Public Law 110-329, the Non-Profit will use all NSP funds to assist individuals and families whose incomes do not exceed 120% of area family median income. The Grantee is responsible for ensuring that twenty-five percent (25%) of the total grant is used for the purchase and redevelopment of abandoned or foreclosed homes or residential properties to house individuals and families whose incomes do not exceed fifty percent (50%) of area family median income, as required by HERA. **The Non-Profit will use NSP funding for individuals and families at or below fifty percent (50%) of area family median income if required elsewhere in the Agreement.**

## **X. Home Maintenance and Education**

### **A. Referral to Counseling and Education Program**

Upon notification of initial approval of an application for assistance, renters will be referred to a Grantee-approved and HUD-approved program that offers at least eight (8) hours of home maintenance and education. If renters have already completed such a program, Non-Profit must determine if the program meets Grantee and NSP requirements and must verify completion by obtaining and filing a certificate of completion. If the home maintenance and education does not meet requirements, renters will have to complete training delivered by a HUD-approved counselor.

### **B. Certificate of Completion of Home Maintenance Classes**

Upon successful completion of a home maintenance and education program, renters will receive a certificate of completion. All renters will be required to complete this course prior to moving into the rental unit or at minimum within sixty (60) days thereafter. A copy of each renter's certificate will be filed in the Non-Profit's records.



## **XI. Waiting List**

### **A. Requirements for Waiting Lists**

Non-Profit must establish and maintain a waiting list of all prospective renters who are approved for assistance. Grantee may waive this requirement at its sole discretion if Non-Profit demonstrates conclusively that a waiting list serves no purpose, because the number of units available for rent exceeds the number of qualified applicants.

### **B. Waiting List Procedures**

Non-Profits shall follow these procedures.

1. Priority for selecting a unit will be determined by the date that a client's application for assistance was approved (that is, the client with the earlier date of approval shall have priority for selection).
2. As a unit becomes available for rent, the unit(s) will be offered first to the client with the highest priority, and if not selected, then to the client with the second highest priority, etc.

## **XII. Long-Term Affordability Requirements**

### **A. Establishing Resale Controls—Rental Properties Only**

At least seven (7) working days before closing, Non-Profit will prepare and forward to Grantee any restrictive covenants to be inserted or referenced in the deed that establish restrictions on the deed restriction on the resale of NSP assisted properties in order to maintain long-term affordability. Grantee is allowed three working (3) days to review the document and transmit it to the attorney preparing the deed. Non-Profit will use the form of restrictive covenant approved by Grantee. Grantee will review and approve the language, formulas and numbers inserted in the form.

### **B. Closing Responsibilities**

In addition to having the responsibilities described above, Non-Profit will retain a closing agent and an attorney, if desired, for Non-Profit's own legal review of closing documents. Non-Profit's attorney or designated person will have the final responsibility

for review of closing documents on behalf of Non-Profit, while ensuring compliance with Grantee's requirements.

### **XIII. Management of Excess Revenues, Liens and Resale Controls**

#### **A. Net Proceeds of Sale**

All program income shall be utilized for the management and the operation of NSP rental units for families at or below fifty percent (50%) MFI.

#### **B. Management of Resale Controls**

Grantee will be solely responsible for enforcing the provisions of restrictive covenants regarding to resale controls for the purpose of maintaining long-term affordability, to the extent that these covenants are imposed on buyers.

### **XIV. Reporting and Recordkeeping Requirements – All records**

#### **A. RECORDKEEPING – OVERVIEW**

Non-Profits receiving NSP funds are required to maintain files necessary to demonstrate compliance with Title I of the Housing and Community Development Act of 1974, as amended and any other policies or regulations required by HUD or Lake County. These files must be available at the Non-Profit's office for review by the public as well as appropriate Federal, State, or local authorities. It is imperative that these records be maintained in an organized manner to allow monitoring of compliance with applicable federal, state, and local guidelines. Failure to maintain adequate recordkeeping could result in identified findings of non-compliance by monitoring agencies.

#### **B. RECORD RETENTION**

All records and project related materials must be secured and retained for five (5) years after final close-out of the grant has been approved.

#### **C. PROGRAM FILES**

It is essential to get organized in the beginning and establish a set of program, project and/or activity files, which will be used throughout the life of the grant. Required Program files and their required contents for the administration of the NSP funds are discussed in each Chapter specific to the information required and provided in detail as well in Chapter 10, which provides guidance for monitoring, auditing and retention of records.

## **D. Monitoring of Program**

Part of the Non-Profit's Agreement to carry out an eligible activity using NSP funds is to submit to the Grantee a progress report on a monthly basis. HUD's Performance Measurement regulation places responsibilities on the shoulders of its Grantees for tracking and reporting key performance indicators to HUD every quarter for the NSP program. The information the Grantee requires from its Non-Profits to collect, document and report is critical for the Grantee to make sure that its program management is in compliance with HUD regulations.

The purpose of monitoring is to ensure that the Non-Profits understand the regulations, procedures and responsibilities when they carry out the approved HUD funded activities. Normally, the Non-Profits will receive a formal notification from the Grantee regarding an upcoming monitoring visit and the Non-Profits are required to cooperate with the Grantee's monitoring staff in completing the monitoring in compliance with HUD regulations. On-Site monitoring of this program will be completed by designated Grantee personnel at least once annually.

The Grantee will monitor the performance of the Non-Profit based on goals and performance standards as stated above along with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If corrective action is not taken by the Non-Profit within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Non-Profit agrees to provide HUD, the HUD Office of Inspector General, the General Accounting Office, the Grantee, or the Grantee's internal auditor(s) access to all records related to performance of activities in this agreement.

## **Appendices**



## Appendix 1

EFFECTIVE:  
2/9/2012  
U.S. DEPARTMENT OF  
HUD  
Prepared  
11/16/2011  
STATE: FLORIDA

		2012 HOME PROGRAM RENTS					
PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Ocala, FL MSA							
LOW HOME RENT LIMIT	442	473	568	656	732	808	883
HIGH HOME RENT LIMIT	555	596	718	820	896	970	1044
For Information Only: FAIR MARKET RENT	603	621	729	957	986	1134	1282
50% RENT LIMIT	442	473	568	656	732	808	883
65% RENT LIMIT	555	596	718	820	896	970	1044
Orlando, Kissimmee, Sanford FL MSA							
LOW HOME RENT LIMIT	537*	575*	690*	797*	890*	983*	1072*
HIGH HOME RENT LIMIT	678*	728*	876*	1002*	1099*	1194*	1289*
For Information Only: FAIR MARKET RENT	753	819	936	1172	1380	1587	1794
50% RENT LIMIT	510	546	655	756	845	931	1018
65% RENT LIMIT	643	680	831	950	1041	1130	1219
Palm Bay-Melbourne-Titusville, FL MSA							
LOW HOME RENT LIMIT	551*	590*	706*	816*	912*	1006*	1100*
HIGH HOME RENT LIMIT	636*	746*	899*	1030*	1129*	1227*	1326*
For Information Only: FAIR MARKET RENT	583	713	840	1131	1262	1451	1641
50% RENT LIMIT	513	550	660	761	850	938	1025
65% RENT LIMIT	648	685	836	957	1046	1137	1228
Palm Coast, FL MSA							
LOW HOME RENT LIMIT	517*	554*	665*	766*	857*	946*	1034*
HIGH HOME RENT LIMIT	653*	701*	843*	965*	1056*	1147*	1238*
For Information Only: FAIR MARKET RENT	601	693	872	1221	1302	1497	1693
50% RENT LIMIT	505	540	648	749	836	922	1008
65% RENT LIMIT	636	683	822	940	1029	1117	1205
Panama City-Lynn Haven-Panama City Beach, FL MSA							
LOW HOME RENT LIMIT	511	547	656	758	846	933	1020
HIGH HOME RENT LIMIT	644	691	829	952	1043	1131	1221
For Information Only: FAIR MARKET RENT	686	724	829	1145	1273	1464	1655
50% RENT LIMIT	511	547	656	758	846	933	1020
65% RENT LIMIT	644	691	832	952	1043	1131	1221
Pensacola-Ferry Pass-Brent, FL MSA							
LOW HOME RENT LIMIT	518	555	666	770	868	948	1036
HIGH HOME RENT LIMIT	645*	693*	799*	967	1060	1151	1242
For Information Only: FAIR MARKET RENT	619	674	748	1084	1311	1506	1704
50% RENT LIMIT	518	555	666	770	868	948	1036
65% RENT LIMIT	654	702	844	967	1060	1151	1242

\* HOME Program Rent Hold at last year's level.

For all HOME projects, the maximum allowable rent is the HUD calculated High HOM Rent Limit and/or Low HOME Rent Limit.

## **APPENDIX 1-A**

### Resident Rent Calculation Worksheet

(1)		Annual Income from all sources
(2)		Income Exclusions
(3)	\$ -	Annual Income

#### Calculating Adjusted Income Dependent Allowance

(4)		Number of Dependents
(5)	\$ -	Multiply Line 4 by \$480

#### Child Care Allowance

(6)		Anticipated Unreimbursed Expenses for Care of Children
-----	--	--

#### Disabled Assistance Allowance

(7)		Disabled Assistance Expenses
(8)	\$ -	Multiply Line 3 by 0.03
(9)	\$ -	Subtract Line 8 from Line 7
(10)		Family Member Earnings which were dependent on the disabled assistance expenses
(11)	\$ -	Lesser of Lines 9 or 10

#### Medical Expenses/Elderly Family Allowances

(12)		List Total for Medical Expenses
(13)	\$ -	If Line 9>0, enter amount from Line 12, otherwise add Line 7 and 12 and subtract Line 8.
(14)		Elderly/Disabled Allowance ( Enter \$400, if applicable)

#### Adjusted Income

(15)	\$ -	Total Income Adjustments (Add Lines 5, 6, 11,13, and 14)
(16)	\$ -	Adjusted Income (Subtract Line 15 from Line 3)

#### Resident Rent Determination

(17)	\$ -	30% of Monthly Adjusted Income (Divide Line 16 by 12 and multiply by 0.3)
(18)	\$ -	10% of Monthly Income (Divide Line 3 by 12 and multiply by 0.1)
(19)		Portion of welfare payment designated by the agency to meet the family's housing cost, if applicable.
(20)	\$ -	Enter the Largest of Lines 17, 18 or 19. <b>This is the Maximum amount per month that may be charged for resident rent.</b>

#### Determining Resident Rent for Units where Utilities are not included in Rent

(21)		Utility Allowance
(22)	\$ -	Resident Rent (Subtract Line 21 from Line 20)
(23)	\$ -	Utility Reimbursement (Only if Line 22<0, This is the amount that must be paid <u>to</u> the resident as a utility reimbursement.)



## APPENDIX 2: PROJECT BUDGET

Sequential months in 2010 and 2011.	2010						2011					
	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar-Sept	TOTALS
HOME DEVELOPMENT ACTIVITIES												
Acquisition agreements (housing units)												
Acquisition closings (housing units)												
Construction specs/est's completed (units)												
Rehabs/new construction completed (units)												
Housing units sold (assumes 1 per month after April 2011)												
INCOME TARGETING AND SETASIDE EXPENDITURES												
Homes sold to households =<50% AMI												
Homes sold to households at <120% AMI												
PROJECTED AVERAGE \$F UNIT COSTS												
Purchase price of property acquired												
Acquisition: prorations, legal, title and recording costs												
1st Appraisal												
Rehabilitation/construction												
General Contractor Fee												
Real estate taxes during holding period												
Property and liability insurance during holding period												
Marketing budget per unit												
2nd closing - prorations, legal, title and recording costs												
Commission for sale of home to homebuyer												
Final developer fee, after sale												
Total Costs												
PROJECTED NSP FUNDS EXPENDED												
Acquisition costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing, sales and closing period costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECTED NSP EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CUMULATIVE PROJECTED NSP EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ESTIMATED PORTION SPENT ON 25% SETASIDE												\$0

**APPENDIX 3: CONDITIONAL PURCHASE AGREEMENT APPROVAL**

**Lake County Housing  
Neighborhood Stabilization Program**

**Conditional NSP Purchase Agreement Approval**

Date: \_\_\_\_\_

Re: \_\_\_\_\_

To: \_\_\_\_\_

Our office has reviewed the referenced named property for possible purchase using NSP funds.

\_\_\_\_\_ It is found that the property being purchased is a bona fide foreclosed, abandoned or vacant property as defined within the NSP Program Manual and is located within an approved NSP Target Area meeting all criteria and, therefore approval is granted to proceed with the closing to purchase this property.

\_\_\_\_\_ It is found that the above referenced property is not an eligible NSP property and approval to close on this property is hereby denied for the following reasons:

Respectfully submitted,

Department of Community Services  
Housing Services Division  
Housing Services Division Manager

## APPENDIX 4: NOTICE OF VOLUNTARY ACQUISITION

### - VOLUNTARY ACQUISITION - - Informational Notice - (Agencies Without Eminent Domain Authority)

Grantee or Agency Letterhead

Date

Dear \_\_\_\_\_:

(Name of Agency/Person) \_\_\_\_\_, is interested in acquiring property you own at (address) \_\_\_\_\_ for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD).

Please be advised that (Name of Agency/Person) \_\_\_\_\_ does not have authority to acquire your property by eminent domain. In the event we cannot reach an amicable agreement for the purchase of your property, we will not pursue this proposed acquisition.

We are prepared to offer you \$ \_\_\_\_\_ to purchase your property. We believe this amount represents the current market value of your property. Please contact us at your convenience if you are interested in selling your property.

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance.

If you have any questions about this notice or the proposed project, please contact (name) \_\_\_\_\_, (title) \_\_\_\_\_, (address) \_\_\_\_\_, (phone) \_\_\_\_\_.

Sincerely,

(name and title) \_\_\_\_\_

#### NOTES.

1. The case file must indicate the manner in which this notice was delivered (e.g., certified mail, return receipt requested) and the date of delivery.
2. Tenant-occupants displaced as a result of a voluntary acquisition may be entitled to URA relocation assistance and must be so informed per 49 CFR 24.2(a)(15)(iv) – Initiations of negotiations, and 49 CFR 24 Appendix A - 24.2(a)(15)(iv).
3. This is a guide form. It should be revised to reflect the circumstances.

## APPENDIX 5: SELLER CERTIFICATION



### SELLER'S OCCUPANCY CERTIFICATION UNDER THE PROTECTING TENANTS AT FORECLOSURE ACT

(On your letterhead)

*(To be completed and signed by the seller of the property)*

\_\_\_\_\_  
Address of Property ("Property")

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Zip

The undersigned, Seller of the Property certifies to \_\_\_\_\_ ("Buyer") that:

1. Seller has complied and intends to continue to comply with the provisions of the Protecting Tenants at Foreclosure Act, Title V11 of the Helping Families Save Their Homes Act of 2009 ("PTFA") and Title X11 of the American Recovery and Reinvestment Act of 2009 ("ARRA") in connection with the Property, including any requirements of the giving of notice to vacate ("Notice") as required pursuant to PTFA and ARRA to any bona fide tenant of the Property if any such tenant was in possession of the Property prior to the foreclosing lender's notice of foreclosure; and
2. At the time of the acquisition of the Property by the buyer/grantee, all currently vacant units at the Property will be delivered vacant, unoccupied and without any party in possession or with a right to possession to the Property.

Further, if any units at the Property are not occupied at this time, the Seller also certifies and agrees that it has not now and will not after the date hereof allow any person, including the former owner, to occupy any such units at the Property under a lease or any other agreement for possession of the Property either oral or written.

#### Signature of Seller

\_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_

It's: \_\_\_\_\_

## APPENDIX 6:



### Neighborhood Stabilization Program 1 Environmental Site Specific Review Checklist

Address of Site: \_\_\_\_\_

Signature of Person Who Inspected Site: \_\_\_\_\_

Date of Completed Review: \_\_\_\_\_

**1. Floodplain Management:**

Check the Flood Insurance Rate Map (FIRM) to determine if the site is in the Flood plain (500 year for critical actions, 100 year for all other activities) \_\_\_\_ Yes \_\_\_\_ No

If yes, and site involved new construction or major rehabilitation, the eight step decision making process I required as described at 24 CFR Part 55.20.

If no, attach a photocopy of the portion of the map that indicates your site is not in the Flood Plain.

**2. Historic Preservation:**

Is the structure on the site or structure adjacent to the site more than 50 years old?

\_\_\_\_ Age or structure on your site \_\_\_\_ age of structure on adjacent sites

\_\_\_\_ Yes, \_\_\_\_ No, OR

Is the site in a historic district?

\_\_\_\_ Yes, \_\_\_\_ No, OR

If you are disturbing the soil, does your site have potential to contain archeological properties?

\_\_\_\_ Yes, \_\_\_\_ No, OR

**If yes** to any of the above, then contact State Historic Preservation Office (SHPO) to determine if the property is eligible for the National Register of Historic Places.

DEPARTMENT OF COMMUNITY SERVICES  
P.O. BOX 7800 • 1300 S DUNCAN DRIVE, BLDG. E., TAVARES, FL 32778 • P 352.742-6540 • F 352.7426535  
Board of County Commissioners • [www.lakecountyfl.gov](http://www.lakecountyfl.gov)

JENNIFER HILL  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5

NSP Environmental Site Specific Review Checklist

**3. Hazardous Operations**

**a. Noise**

For rehabilitation, consideration of noise is all that is required. If the rehabilitation involves activities that would potentially reduce noise (such as new windows or insulation) then consider modifying the activity to reduce noise.

For new construction:

Is there a Rail Road within 3,000 feet \_\_\_\_ Yes, \_\_\_\_ No

Is there a Highway within 1,000 feet \_\_\_\_ Yes, \_\_\_\_ No

Is there an Airport within 15 miles \_\_\_\_ Yes, \_\_\_\_ No

(You may be able to address airport noise for the whole City and not have to on the site specific review)

The Noise policy does not apply to any action or emergency assistance for actions under Disaster Recovery grants as indicated at 24 CFR Part 51.101 (a) (3).

**If yes**, conduct a Noise assessment according to the HUD Noise Guidebook.

If the noise exceeds acceptable levels reject the site or migrate to achieve acceptable or normally acceptable Noise levels.

**If no**, proceed with the project

**b. Hazardous Operations**

For rehabilitation, determine the acceptable separation distance ONLY is increasing the number of individuals subject to potential hazard.

For new construction, continue below:

Are there any above ground storage tanks of more than 100 gallons within 1 mile of the site that contain explosive or flammable liquids? \_\_\_\_ Yes \_\_\_\_ No

**If yes**, refer to page 51 and 52 of HUD Hazard Guidebook. Collect information about the size, contents and determine if the tank is under pressure. **A site located at a distance less than the ACCEPTABLE SEPARATION DISTANCE should be rejected or mitigated.**

For example, if the separation distance is 150 feet, a site that is located at 125 feet should be rejected.

**c. Toxics**

Observe the site for any evidence that a toxic material could be present on the site such as: Distressed vegetation, vent or fill pipes, storage tanks, pits, ponds or lagoons, stained soil or pavement, pungent, foul or noxious odors, past uses of the site \_\_\_\_ Yes \_\_\_\_ No

NSP Environmental Site Specific Review Checklist

**Reject any site that has a presence of Toxics or require cleanup prior to purchasing site.**

**4. Airport Clear Zones**

Is the property located within 2,500 feet of the end of a civil runway or 8,000 feet of the end of a military airfield runway? \_\_\_\_ Yes \_\_\_\_ No

If yes, the developer needs to notify the County with a finding from the airport operator stating whether or not the property is located within a runway clearance zone at a civil airport, or a clear zone or accident potential zone at a military airfield.

**Appendix 7**  
**LAKE COUNTY HOUSING SERVICES**  
**DRAW SCHEDULE**

Non Profit: \_\_\_\_\_

Property Address: \_\_\_\_\_

Contractor: \_\_\_\_\_

Acquisition & Initial Soft Cost  
Construction Cost & Final Soft Cost

Upon Closing  
Upon Completion of Rehab

Non-Profit may request change order amounts at time of change order work completion.  
Please note all change orders must be approved by the County prior to beginning work.

This schedule becomes part of the Contract documents.

_____ Contractor	_____ Date	_____ Development Specialist	_____ Date
---------------------	---------------	---------------------------------	---------------



**APPENDIX 8:**  
**SPECIFICATIONS AND STANDARDS**

**Compliance with the work write-up, Florida Building Codes, Accessibility Code, manufacturer's installation instructions / specifications and specifications herein is required.**

**DOORS:**

- (A) All doors used for ingress and egress shall be minimum six feet eight inches (6' 8") in height and hung with a clearance around the perimeter of no less than one-sixteenth (1/16") nor more than one-eighth (1/8").
- (B) All doors shall be hung in jambs and casings that are plumb and level. When jambs and casings are damaged they shall be replaced with new jambs, casings, and trim. All hardware shall be new, mortised, and true as to fit.
  - 1. New exterior prehung jambs shall be no less than one and one-fourth inches (1 ¼") thick with an allowance for a screen door assembly (see spec. 5.6(G)) and shall be sanded smooth and protected from weather immediately upon completion of hanging by painting or varnishing.
  - 2. Rabbited exterior jambs shall be no less than one and one-fourth inches (1 ¼"), and shall not be rabbited to less than five-eighths inch (5/8").
- (C) Exterior doors shall be Fiberglass or Steel and no less than one and three-fourth inches (1 ¾") thick and no less than thirty-two inches (32") in width. A primary door shall be provided of not less than thirty-six inches (36") in width.
  - 1. Exterior doors shall open into the interior rather than the exterior of a dwelling to allow for screen door installation.
  - 2. Exterior doors shall be weather tight and provided with three (3) one and three quarter inch by four inch (1 ¾" x 4") prefinished hinges, and aluminum threshold with vinyl strip (sized to fit opening), and a keyed lock of quality equal to "Schlage A Series" (installed in accordance with manufacturer's specifications). Exterior doors shall be keyed alike.
  - 3. Exterior doors shall be protected from weather immediately upon hanging by paint or stain.
  - 4. Exterior doors may have crescent windows at low level.
- (D) Interior doors shall be hollow core Luan, birch, 6 panel elite, no less than one and three-eighth inches (1 3/8") thick and no less than thirty inches (30") wide unless otherwise specified.
  - 1. New interior prehung jambs shall be no less than five-eighths inch (5/8") thick and painted or varnished.

2. Interior doors shall be provided with two one and one-half by three and one-half inch (1 1/2" x 3 1/2") prefinished hinges, and the proper lock (passage or privacy). Locks shall be equal to "Schlage A" series and shall be installed according to manufacture installation instructions.
  3. Interior doors shall have bottoms trimmed off to accommodate floor covering plus approximately one (1") to one and one-half (1 1/2") inch for ventilation when required and shall be sanded smooth and painted or varnished.
  4. Interior pocket doors shall comply with specifications for interior doors as to size, thickness, locks, clearance, and finish.
  5. Lever style handles shall be standard for accessibility.
  6. Closet doors may be flush, by-pass, bi-fold, 6 panel elite or louvered designed to fit opening and installed as to manufacturer's specifications and include a passage lock, when applicable, equal to "Schlage A Series".
  7. Doors provided for areas requiring mechanical or combustible ventilation shall comply with the Florida Building Code.
  8. Screen doors may have aluminum or wood frames and shall be installed with either pneumatic or spring closers or spring hinges. A bug strip, screen guard and locking device shall be provided.
  9. A bug strip shall be the width of the door opening and fastened horizontally to the exterior bottom of the door with not less than one-half inch (1/2") of vinyl extending down the door.
  10. A metal screen guard shall be fastened over the exterior bottom half of a screen door.
  11. When screen doorjambs are required, they shall be of aluminum prehung units with a door clearance around the perimeter of no more than one-eighth inch (1/8") or less the one-sixteenth inch (1/16").
- (H) Access doors or covering for openings into crawl spaces under a dwelling and for attic areas shall be as required by the Florida Building Code and the following:
1. Access trim molding will match as closely as possible to existing.
  2. An interior attic access door constructed of 1/2" plywood or waferboard & painted to match existing ceiling shall be provided.
  3. Access door shall be tightly fitted and weather striping applied around the perimeter for a tight seal.
  4. When an attic does not have an existing access, one shall be installed in the gable

end or the interior ceiling of a hallway or closet.

**WINDOWS:**

- (A) Windows shall include framing, locks, casing, sills, trim, screens, and weather protection. Bathroom windows shall have obscured glass.
  - 1. Windows shall be sized to fit existing openings unless other wise specified in work write-up.
  - 2. All windows exposed to weather shall be installed in conformance with the manufacturer's installation instructions.
  - 3. Windows shall comply with the light, ventilation, and egress requirements of the Florida Building Codes. When an existing window rough frame size opening is altered in a bedroom, one window must meet egress requirements.
- (B) All interior window sills shall be hardwood, marble, or ceramic tile. All block constructed homes must have a masonry precast window sill.
- (C) Existing windows shall be repaired or replaced in accordance with the Florida Building Code for Existing Building.
- (D) New windows shall be aluminum, single hung, insulated glass, 1/1, tinted glass or Low E with self-storing screens, and installed in accordance with the manufacturer's installation instructions. The manufacture shall be Better-Bilt, PGT or equivalent. When window bucks are replaced, they shall be borate treated and properly sealed with a 25 year silicone caulk.
- (E) Window screens shall be aluminum frame with a charcoal fiberglass screen mesh of not less than eighteen by fourteen (18 x 14) strands per inch with a strand diameter of .011 or an aluminum mesh. Screen shall be stored and protected (not installed) until all exterior work and painting is completed.

**FRAMING:**

Compliance with the work write-up, the Florida Building Code and specifications herein is required.

**FLOOR:**

- (A) All floors of habitable rooms, bathrooms, and hallways shall be level and uniform in height throughout the dwelling unless otherwise specified in the work write-up.
- (B) All girders, sills, floor joists and flooring that is damaged, deteriorated, inadequate, overstressed or improperly spliced shall be reported to the Housing and Community Development Staff and replaced as to the work write-up or change order. All work shall be in conformance with the Florida Building Code.

- (C) An inspection must be conducted by the Housing and Community Development Office after the removal of the flooring and prior to the repairing of damaged areas including sub-flooring.

**WALL FRAMING:**

- (A) Wall framing shall be inspected by the Housing and Community Development Staff whenever wall covering is removed, i.e. interior wall coverings and exterior siding and/or siding. Inadequate wall framing shall be replaced or repaired according to work write-up or change order and in conformance with the Florida Building Code.
- (B) Block walls shall be furred out with one inch by two inch (1" x 2") borate treated wood. Furring shall be nailed into block walls sixteen inches (16") on center into the solid portions of the block.

**CLOSETS:**

- (A) Clothes closet shall be sized as to work write-up with a minimum interior depth of two feet (2'). (See spec. 6.2(B)).
  - 1. A closet shelf shall not be higher than six feet (6') from the floor and shall support thirty (30) pounds per linear foot with a vertical deflection of no more than one-fourth (1/4").
  - 2. A closet rod for clothes hanging shall not be higher than five feet (5') above the floor and shall support ten (10) pounds per linear foot with a vertical deflection of not more than one-fourth (1/4").
  - 3. For wheelchair access, rods shall be no higher than forty-eight inches (48") above the floor.
  - 4. There shall be a clearance between the shelf and rod of no less than two inches (2").
- (B) Linen closets shall be no less than twelve inches (12") in depth and width and shall have at least four (4) shelves.
  - 1. Shelves shall be spaced no less than twelve inches (12") apart with the top shelf no higher than six feet (6') above the floor and the bottom shelf no less than twelve inches (12") above the floor.
  - 2. Shelves shall support thirty (30) pounds per linear foot with a vertical deflection of no more than one-fourth inch (1/4").

**ROOF AND CEILING FRAMING:**

Shall comply with the Florida Building Code.

**SCREEN PORCHES:**

- (A) Screen porches shall be provided in accordance with the Florida Building Code.
- (B) Screen porches may be provided only if one currently/previously exists.

**ROOFING:**

Compliance with the work write-up, the Florida Building Code, manufacturer's installation instructions / specifications and specifications herein is required.

**ROOFING REQUIREMENT:**

- (A) Scheduling of a roofing inspection shall be the initial responsibility of the contractor giving the Housing Staff a 24 hour prior notice to a deck inspection. Roofing and re-roofing shall not be done during inclement weather.
- (B) Roofing shall not be installed over existing (old) roofing or on roofs with damaged, deteriorated, or missing sheathing and/or framing, such as trusses, or rafters. Such items shall be reported to the Affordable Housing Staff and replaced or repaired according to the work write-up, change order, and building codes.
- (C) Built up roofing shall not be patched or repaired.

**FIBERGLASS SHINGLES:**

- (A) Fiberglass shingles shall be provided for all dwellings requiring complete reroofing and having a pitch of 3/12 or more, and shall be installed according to the Florida Building Code and the manufacturer's installation instructions.
- (B) Color shall be selected by the Owner.
- (C) Shingle manufacture shall be Owens Corning, GAF, GS or Timberline. All others must be approved by the Housing and Community Development Staff.

**METAL ROOFING:**

Installation of corrugated roofing materials shall be done in accordance with the Florida Building Code and the manufacturer's installation instructions. Metal roofing must be approved by the Housing and Community Development staff.

**VENTILATION:**

All Ventilation shall be installed in conformance with the Florida Building Code and the manufacturer's installation instructions.

**EXTERIOR WALLS:**

Compliance with the work write-up, Florida Building Code, manufacturer's installation instructions / specifications, and specifications herein is required.

**INTERIOR COVERINGS:**

Compliance with the work write-up, Florida Building Code, manufacturer's installation instructions / specifications and specifications herein are required.

**WALLS & CEILINGS:**

- (A) All interior walls and ceilings shall be covered and finished as to work write-up.  
**See Section (Painting)**
- (B) Interior ceilings and/or wall coverings that are damaged, deteriorated, buckling or have other defects, including holes, shall be repaired or replaced and shall match and be uniform with the surrounding area, in compliance with the work write-up.

**DRYWALL:**

- (A) Drywall shall be no less than one-half inch (1/2") in thickness and shall include metal corner beads, taping, finishing, and all trim moldings. Applications shall be per Gypsum Construction Hand Book latest Edition. Ceilings must be covered with drywall made for ceilings (fiber-glass reinforced).
- (B) Drywall shall not be fastened directly to masonry walls. Gluing drywall to any surface shall not be allowed.
- (C) Ceilings in bathrooms and kitchen (if owner chooses) shall be smooth finish with enamel paint. All other ceilings shall be finished in one of the following manners, selected by the owner: knock-down, orange-peel, roll stipple, or popcorn.
- (D) Walls in kitchen and bath shall be smooth finish if owner desires. Other rooms shall be textured in one of the following selected by owner: smooth, orange peel, or knock-down.
- (E) Existing trim moldings may be reused if not damaged. All moldings must be properly caulked and painted.
- (F) Dura-rock shall be installed around the tub and shower areas. Moisture resistant board will be installed around all other areas including lavatories and toilets.

**PLASTERING:**

Plastering shall comply with the Florida Building Code.

**PANELING: Deleted (not an option)**

**TILEBOARD:**

- (A) Plastic-finished one-fourth inch (1/4") hardboard paneling equal in quality to Masonite's "Royaltile", ceramic tile or fiberglass wall panels, shall be installed in bathrooms, kitchens, and elsewhere when specified by work write-up.
- (B) Tileboard paneling shall be installed as to manufacturer's installation instructions, including trim, molding, backing, etc.

**VINYL FLOORING:**

- (A) Vinyl flooring shall meet FHA standards and installed to comply with manufacturer's specifications and recommendations. VCT or sheet vinyl may be used.
- (B) Sheet vinyl flooring seams shall be kept to an absolute minimum with all edges securely fastened to avoid separating or curling.
- (C) Owner shall have a choice of style and color.
- (D) Install and secure baseboard and paint.

**CARPETING AND PAD:**

- (A) Carpeting and pad shall meet FHA standard.
- (B) Carpeting seams shall be kept to an absolute minimum and all edges securely fastened to avoid separating. Tack strips shall be replaced when installing new carpet. Keep seams out of traffic area.
- (C) Owner shall have choice of types and color.
- (D) Install and secure baseboard and paint.

**UNDERLAYMENT:**

- (A) Floor coverings shall be installed over a smooth, solid surface. New underlayment shall be a minimum of 1/2" BC plywood. Cracks and nail indentions shall be filled and sanded smoothed.
- (B) Where a sturdy subfloor exists, underlayment shall be one-half inch (1/2") or thicker BC plywood. Where new subflooring is required, three-fourth inch (3/4") BC plywood, tongue and groove shall be installed as a subflooring and underlayment combination. Sub flooring shall be glued and nailed with 8p ring-shank nails. The nail pattern shall comply with applicable building codes.

**CERAMIC TILE:**

Ceramic tile may be used in bathrooms only.

**INSULATION:**

Compliance with the work write-up, Florida Building Code, installation instructions and specifications herein is required.

**CABINETS:**

Compliance with the work write-up, manufacturer's specifications and specifications herein is required.

**CABINET REQUIREMENTS:**

- (A) Cabinets, when required by work write-up, shall be standard in size, style and finish and shall include doors, drawers, hinges, handles, and closures, and shall be securely installed.
- (B) Wall and base cabinetry shall be constructed of no less than one half inch (1/2") thick plywood, or furniture board wrapped in veneer.
- (C) Shelves shall not be less than three-eighths inch (3/8") thick and support no less than twenty-five (25) pounds per linear foot.
- (D) The front, doors, and drawers shall be hardwood.
- (E) Base cabinets and vanities which abut a wall shall be provided with backsplashes, including side splashes for corner walls. Counter tops and backsplashes shall be clad with plastic laminate of a quality equal to Formica HPG and no less than five-hundredths of an inch (.05") in thickness.
- (F) Cabinets shall be manufactured by AristoKraft, Kraft Made, Merrilat, Wellborn, or Mills Pride. All other manufactures must be pre-approved by the Housing and Community development Staff.
- (G) A copy of the kitchen and bathroom cabinet layout must accompany all bid proposals and must be pre-approved by the Housing and Community Development Staff and the homeowner. The manufacture, color and style must also be submitted with any bids or proposals and pre-approved by the Housing and Community Development Staff and the homeowner.
- (H) Ceramic backsplash shall be installed behind all stove appliances in compliance with the work write-up.

**VANITY CABINETS:**

- (A) Imitation molded marble top may be substituted for plastic laminate vanity top.
- (B) Vanity cabinets shall be no less than twenty-four inches (24") or as per work write-up.

**MEDICINE CABINETS:**

- (A) A medicine cabinet shall be provided over bathroom lavatories.



- (B) Medicine cabinets shall have a minimum of three (3) shelves and a mirror, unless otherwise specified in work write-up.

**KITCHEN BASE CABINETS:**

- (A) Counter top shall be no less than twenty-five inches (25") in depth, width or protrusion. Counter top shall include a backsplash around any perimeter abutting a wall of no less than four inches (4") in height.
- (B) Base cabinets, including counter tops shall be thirty-six inches (36") in height, and a toe recess shall be provided.
- (C) Drawers shall be provided in all base cabinets except those sections containing sink or cook top. Drawers shall be at least twenty-one inches (21") long and five and one-fourth inches (5 1/4") deep unless otherwise specified.
- (D) Additional base cabinets must be approved by the Housing Services Director in compliance with the work write-up.

**KITCHEN WALL CABINETS:**

- (A) Wall cabinets shall be no less than twelve inches (12") in depth.
- (B) Wall cabinets installed over a counter or base cabinet shall be installed no less than fifteen inches (15") nor more than eighteen inches (18") above the counter or base cabinet.
- (C) Cabinets shall be no less than the following vertical lengths:
  - 1. over base cabinets, 30"
  - 2. over range or sink (if specified), 20"
  - 3. over refrigerator, 15"
- (D) Additional wall cabinets must be approved by the Housing Services Director, in compliance with the work write-up.

**PLUMBING:**

Compliance with the work write-up, Florida Building Code, manufacturer's installation instructions, and specifications herein is required.

**PLUMBING FIXTURES:**

- (A) Bathtubs shall be enameled steel or fiberglass, standard colors, equal to American Standard, Crane, Kohler, Gerber or Briggs.

1. Bathtubs shall be no less than sixty inches long by thirty inches wide by fifteen inches deep (60" x 30" x 15").
  2. The bottom surface of a bathtub shall be slip resistant.
  3. Bathtub grab-bars, when required for accessibility shall be installed to sustain a dead load of two hundred and fifty (250) pounds for five (5) minutes.
- (B) Waterclosets shall be vitreous china equal to American Standard, Crane, Kohler, Gerber or Briggs in standard colors.
1. Handicapped water closets shall be installed when necessary for accessibility.
- (C) Lavatories shall be vitreous china in American Standard, Kohler, Briggs or equal not less than eighteen inches (18") round, space permitting.
- (D) Compliance with the "Accessibility Code" for all handicapped and elderly as to wheelchair and bathtub access, grab bars, and non-scald valves, and layout and dimensions of fixtures when required by work write-up.

#### **KITCHEN SINKS:**

Kitchen sinks shall be double compartment stainless steel with washerless fittings, and not less than 33" x 22" x 8" deep in Kohler, Dayton, American Standard, Elkay, Briggs or equal and shall be a 22 gauge or better.

#### **FITTINGS:**

Bathtub, shower, and lavatory faucets may be chrome, single or double handle and shall be washerless type American Standard, Kohler, Delta or equal.

#### **WATER LINES:**

Well pumps, bladder tanks, control boxes, point sets, valves, etc. shall be inspected to ensure proper performance. Replacement pumps shall be manufactured by Jacuzzi, Ghoulds, or Wellmate unless otherwise noted. \*\* Proper depth of existing well shall be verified prior to replacing any well pumps or water filter systems. A water sample test may also be requested by the Housing and Community Development office.

#### **ELECTRIC WATER HEATER:**

A glass lined, quick recovery electric water heater shall be provided and installed when required by the work write-up. A minimum nine (9) year guarantee shall be provided. Size 40 gallon and type (low boy, cabinet or regular) shall be provided as specified in work write-up. Installation shall comply with the Florida Building Code. Water heaters shall be A.O. Smith, Ruud/ Rheem, Richmond, Whirlpool or equal.

**GAS WATER HEATER:**

A glass lined, quick recovery gas water heater shall be provided and installed when required by the work write-up. Heater shall be equipped with a stack vented to the outside. Size 40 gallon and type (low boy, cabinet, or regular) shall be provided as specified in work write-up. A minimum of six (6) year guarantee shall be provided. Installation shall comply with Florida Building Code. Water heaters shall be A.O. Smith, Ruud-Rheem, Richmond, Whirlpool or equal.

**ELECTRICAL:**

Compliance with the work write-up, Florida Building Code, policies of the local Utility Company and specifications herein are required.

**ELECTRICAL REQUIREMENTS:**

- (A) Any dangerous, deteriorated or improperly installed electrical components or equipment shall be reported to the Housing and Community Development office and repaired or replaced as to work write-up or change order.
- (B) Electric service to a dwelling shall be no less than one hundred-fifty (150) AMPS and shall include the appropriate breaker panels, circuits and circuit breakers and shall be properly grounded.
- (C) Unused electrical lines, boxes, fixtures, etc. shall be removed in compliance with the work write-up. Unused wires in wall may be cut-off as short as possible to prohibit any possible future use. Cap and plate.
- (D) All electrical wires, junctions, boxes, fixtures, etc shall be properly installed and fastened to dwelling. All exposed wiring shall be enclosed in conduit.

**SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS:**

Shall be provided as required by the Florida Building Code.

**LIGHTING:**

- (A) All lighting shall be permanent fixtures, wall switched controlled, unless otherwise indicated on the work write-up or drawing. Fixtures shall be ceiling mounted (except bathroom).
- (B) Bathroom lighting shall be wall-mounted above the lavatory unless otherwise indicated, and shall be not less than 200 watts incandescent.
- (C) Kitchen lighting shall not be less than 80 watt fluorescent, centrally located, or more than 80 watts distributed in two fixtures according to work write-up or drawing.
- (D) All lighting shall be in compliance with the work write-up and the Florida Building Code as indicated by the Housing and Community Development office.

**VENTILATION:**

- (A) Exhaust fans, when required in the bathroom and / or kitchen by code, shall be properly vented according to the Florida Building Code and shall be sized accordingly.
- (B) Lighted range hoods shall include a 2-speed exhaust fan. Non-vented charcoal filtered systems may be installed in lieu of vented if specified in work write-up. Hoods shall be sized to match opening for range or cooktop, and shall be securely attached to an elevated wall cabinet and properly vented.

**HEATING/COOLING:**

Compliance with the work write-up, Florida Building Code, manufacturer's installation instructions / specifications and specifications herein is required. Heating & cooling units are to be operational at the final inspection. HVAC systems shall have a heat pump, at least 13 seer rated, high efficiency and manufactured by Trane, Carrier, Bryant, Goodman, Amana, Lennox or equal.

**COMFORT HEATING UNITS:**

- (A) The comfort heating unit serving every habitable room in a dwelling unit, bathrooms and halls shall be capable of maintaining a temperature of at least 72 degrees Fahrenheit at three feet (3') above the floor when the average outside winter temperature is 30 degrees Fahrenheit.
- (B) Heating & cooling units shall be gas or electric as specified in the work write-up.
- (C) Heating and cooling units shall be installed by licensed heating contractors.
- (D) No unvented fuel burning heaters shall be permitted in a habitable dwelling.
- (E) No open-flame radiant type heaters shall be permitted in a habitable dwelling.
- (F) No fireplace shall be permitted as the primary source of heat in a habitable dwelling.
- (G) Fuel lines shall be properly connected, fastened and reasonably protected from possible damage, weather and tampering. A shut off valve or disconnect shall be provided between the source of fuel and the heating unit.

**HEATING & COOLING UNIT DESIGN AND CALCULATIONS:**

- (A) BTU (British Thermal Units) shall be used to figure the amount of the heat required. To calculate required BTU input size of heaters, multiply the cubic feet of all interior rooms by ten (10).
- (B) Central systems shall include insulated ductwork and appropriate supply and return vents to distribute heat and air conditioning evenly throughout the dwelling. Air supply vents shall be closeable in each room. A thermostat shall be located appropriately to control temperature evenly throughout the dwelling.
- (C) All air handlers must have a clean out tee located on the condensate drain.

- (D) All air handlers located in the attic must have proper lighting for service work as well as an electrical outlet.

#### **PAINTING AND FINISHING:**

Compliance with the work write-up, manufacturer's specifications and specifications herein is required.

#### **PREPARATION:**

- (A) Preparation shall include: cleaning, sanding, scraping, filling holes and cracks, caulking, sealing, pressure treating, moisture proofing, and protection of surfaces and surrounding areas.
- (B) Prepare surface prior to applying paint, stain, varnish, etc.
  - 1. Foreign material (nails, hooks, fasteners, wallpaper, etc) shall be removed unless properly installed and deemed necessary by the owner or Housing office.
  - 2. Holes, cracks, and indentations shall be properly filled, surfaces scraped, cleaned and sanded uniformly smooth.
  - 3. Porous surfaces, chalky surfaces, old painted surfaces, masonry, such as block, stucco, and concrete slabs, shall be cleaned and sealed before painting.
  - 4. Proper precautions shall be taken by the contractor and his painters to protect all surrounding surfaces including flooring, landscaping, **shingles, drip edge, soffit, fascia, driveways, etc.** from possible damage, overspray and paint splattering.

#### **APPLICATION OF PAINT:**

- (A) Paint shall be applied to manufacturer's specifications but not less than five (5) mils per coat.
- (B) For two (2) or three (3) coat application, the first coat shall be prime coat or sealer coat, as applicable.
- (C) A minimum of two (2) coats of paint shall be applied to new surfaces. Additional coats may be required according to the work write-up or to obtain full coverage.
- (D) All interior walls, including baseboard and trim, except the kitchen, dining room, and bathroom shall be painted with a satin latex paint. All ceilings shall be painted with an interior, satin, latex paint.
- (E) All kitchen, dining room, and bathrooms shall be painted with an interior, satin or semi-gloss paint.
- (F) Interior and exterior wood surfaces shall be painted with latex enamel paint over one coat of primer.

- (G) All exterior walls shall be painted with an exterior satin latex paint.

**APPLICATION OF STAIN, SEALER:**

- (A) Stain shall be applied evenly to obtain selected shade.
- (B) Varnish or shellac shall be sand smooth between coats.

**SELECTION:**

- (A) Choice of exterior color only. Interior shall be off-white throughout. Owner shall be provided an adequate color selection guide (brochure, chart, etc.) with a wide range of colors to choose from. Contractor shall assure that paint selected is appropriate for surface (masonry, exterior wood, etc.). All paints shall carry at least a 20 year manufacture warranty.
- (B) Owner's choice shall be documented in order to avoid disputes regarding color.
- (C) Hardcote shall be painted only at the owner's request and expense.
- (D) Quality of paints shall be equal to:

Interior drywall ceiling flat latex

- i. Glidden
- ii. Moore
- iii. Sherman Williams
- iv. American Tradition
- v. Behr
- vi. Porter

Interior drywall walls satin or semi-gloss

- i. Glidden
- ii. Moore
- iii. Sherman Williams
- iv. American Tradition
- v. Behr
- vi. Porter

Exterior Concrete Masonry Units: Satin Acrylic Latex Finish over Block Filler

- i. Glidden
- ii. Moore
- iii. Sherman Williams
- iv. American Tradition
- v. Behr
- vi. Porter

Exterior Wood Frame Units: Satin Acrylic Latex Finish over Wood Primer.

- i. Glidden
- ii. Moore
- iii. Sherman Williams
- iv. American Tradition

- v. Behr
- vi. Porter

**LEAD BASE PAINT:**


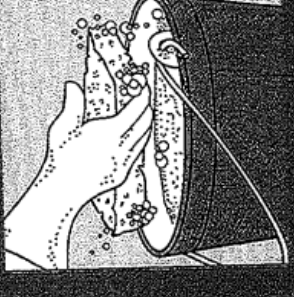

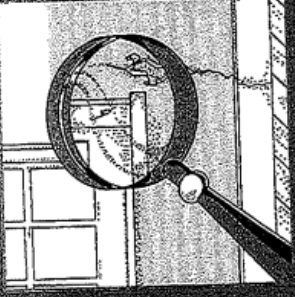
- (A) Lead base paint shall not be applied to any dwelling, interior or exterior. Lead base paint is defined as paint containing more than 0.06% lead by weight in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.
- (B) All interior surfaces must be free of cracking, scaling, peeling, chipping, and loose paint or be adequately treated and/or covered to prevent the exposure of the occupants to lead base paint hazards.
- (C) All exterior surfaces (such as stairs, decks, porches, railing, windows, and doors) which are accessible to children under seven (7) years of age must be free of cracking, scaling, peeling, chipping, and loose paint or be adequately treated or covered to prevent the exposure of such children to lead base paint hazards.
- (D) All surfaces to be treated must be thoroughly washed, sanded, and scraped or wire brushed so as to remove all hazards before repainting with at least two (2) coats of suitable nonleaded paint. All surfaces to be covered must have had paint completely removed or covered with materials such as gypsum wallboard, plywood, drywall, plaster, or other suitable material.

**WARRANTIES:**


The homeowner and the Housing Office shall be given a completed warranty package prior to the release of the final draw for any and all appliances, fixtures, faucets, hvac units, electrical fixtures, roofing, door hardware, paint, etc. Serial numbers, model numbers, manufactures, etc. shall be included with the warranty information.

## APPENDIX 9: LEAD PAINT BROCHURE


# Protect Your Family From Lead In Your Home



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission




United States  
Department of Housing  
and Urban Development

### Simple Steps To Protect Your Family From Lead Hazards

**If you think your home has high levels of lead:**

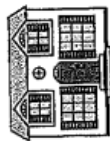
- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.

 **Recycled/Recyclable**  
Printed with vegetable oil based inks on recycled paper  
(minimum 50% postconsumer) process chlorine free.



## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

## IMPORTANT!

### Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

**FACT:** Lead exposure can harm young children and babies even before they are born.

**FACT:** Even children who seem healthy can have high levels of lead in their bodies.

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

**Childhood lead poisoning remains a major environmental health problem in the U.S.**

**People can get lead in their body if they:**

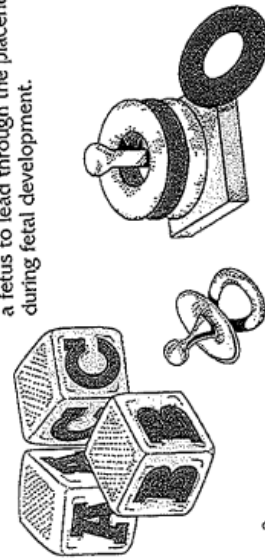
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children under the age of 6:**

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



2

## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

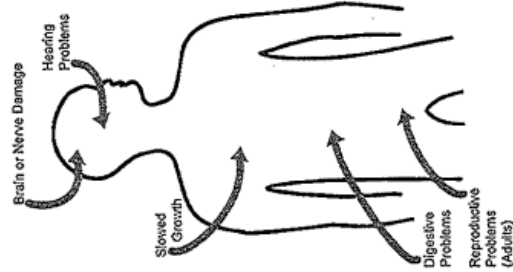
**In children, lead can cause:**

- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death. Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

**In adults, lead can cause:**

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects the body in many ways.**

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## Where Lead-Based Paint Is Found

**In general, the older your home, the more likely it has lead-based paint.**

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

**Get your children and home tested if you think your home has high levels of lead.**

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age. Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan. Your doctor can explain what the test results mean and if more testing will be needed.

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## Identifying Lead Hazards

**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.

- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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## Checking Your Home for Lead

**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

You can get your home tested for lead in several different ways:

- ◆ A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A **combination risk assessment and inspection** tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

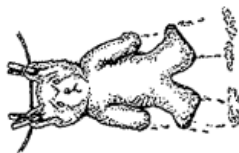
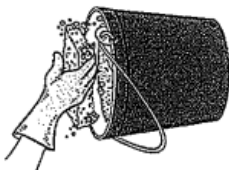


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## What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



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## Reducing Lead Hazards In The Home

**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.

- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

## Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.

- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

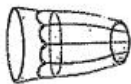
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**



## Other Sources of Lead



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

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## For More Information



### The National Lead Information Center

Call 1-800-424-LEAD (424-5323) to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit [www.epa.gov/lead](http://www.epa.gov/lead) and [www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/).

### EPA's Safe Drinking Water Hotline

Call 1-800-426-4791 for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772, or visit CPSC's Web site at: [www.cpsc.gov](http://www.cpsc.gov).



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at [www.epa.gov/lead](http://www.epa.gov/lead) or contact the National Lead Information Center at 1-800-424-LEAD.

For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.

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## EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 572-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3579  
(732) 321-6571

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8598

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6005

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALJ)  
901 N. 5th Street  
Kansas City, KS 66101  
(813) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

**Eastern Regional Center**  
Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

**Western Regional Center**  
Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

**Central Regional Center**  
Consumer Product Safety Commission  
230 South Dearborn Street, Room 2544  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

**U.S. Department of Housing and Urban Development**  
Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

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**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement**

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_  
(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
Purchaser / Date  
  
\_\_\_\_\_  
Agent/Date

\_\_\_\_\_  
Seller/Date



## APPENDIX 10:

### **CONSTRUCTION AGREEMENT**

#### LAKE COUNTY NSP PROGRAM

This Agreement is entered into by and between [non-profit], hereinafter referred to as "Non-Profit," and [Insert Contractor Name], a Florida corporation/Foreign corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as "Contractor." For and in consideration of the mutual terms, understandings, conditions, promises, covenants and payment contained herein, the sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

#### **Article 1. Purpose.**

1.1 The purpose of this Agreement is for Contractor to provide work and services to the Non-Profit for housing rehabilitation or replacement, utilizing Neighborhood Stabilization funds administered through Lake County, Florida, hereinafter the "County." The work and services provided under this Agreement shall hereinafter be referred to as the "Project."

#### **Article 2. Scope of Services.**

2.1 On the terms and conditions set forth in this Agreement, the Contractor hereby agrees to provide the Non-Profit all labor, supervision, equipment, materials, and any other items necessary to complete the Project in accordance with the Scope of Work, which is comprised of all plans, drawings, specifications, or other documents, attached hereto and incorporated herein as **Exhibit A**.

2.2 It is understood that the Scope of Work may be modified by change order as actual work on the Project progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and approved by the Non-Profit. The Non-Profit and the County shall be under no obligation to pay for any work or services that were not previously authorized by a properly executed Change Order issued prior to commencement of said services or work, unless there was an emergency situation endangering life or property. No extra costs will be paid to the Contractor if the Contractor neglected to properly evaluate the extent of the work required to complete the Project.

2.3 The Contractor understands and acknowledges that time is of the essence in completion of this Project. The work and services provided under this Agreement shall commence upon the written request of the Non-Profit, which request shall set forth the commencement date of such work and the time within which such work shall be

completed. The time shall be in business days, not including weekends and may be extended only through the prior written approval of the Non-Profit. Any extension may only be granted based on extenuating circumstances beyond the control of the Contractor, such as acts of God, an unusually high number of rain days that legitimately delayed the work, suspension of work by the County for reasons not related to the Contractor's performance or shall be based on the issuance of a Change Order that necessitates additional time for performance. The Contractor may be considered in breach of this Agreement and this Agreement may be terminated if the Contractor does not complete the work within the specified time. Additionally, failure to satisfactorily complete the work during the allocated time of performance shall subject the Contractor to pay the Non-Profit liquidated damages in the amount of **One Hundred Dollars (\$100.00)** per day for every day the completion of the Project extends beyond the contract time for such performance. The Contractor shall comply with the specified schedule for making the home habitable for the Non-Profit if the home is not specified to be vacant during the entire time of construction.

### **Article 3. Payment.**

3.1 Payment shall be based on the amount set forth in the Contractor's bid. The total amount for all services and work required to complete the Project shall be a sum not to exceed \$ \_\_\_\_\_. Any further payment shall occur only after a duly authorized change order has been issued. Contractor shall not be entitled to payment for any other expenses, fees or other costs it may incur at any time and in any connection with its performance hereunder.

3.2 Contractor shall submit an invoice directly to the Non-Profit for progress payments, which invoice shall include the Project location, a detailed description of the work and services provided, date and location of work or service, and confirmation of inspection and acceptance of the work and services by the Non-Profit and County. Upon request for any payment, the Contractor shall provide documentation that all required inspections have been completed and passed or approved. Failure to submit invoices in the prescribed manner will delay payment and the Contractor may be considered in default and this Agreement may be terminated.

3.3 Progress payments shall be limited to four (4) payments at no more than twenty-five percent (25%) of the Project amount. Upon completion of twenty-five percent (25%) of the work, Contractor shall submit an invoice in accordance with the above provision. Percent completion shall be solely determined by the Non-Profit and County. The Contractor must request a final inspection by the Non-Profit upon completion of the Project before final payment will be made.

3.4 Upon request for final payment or full payment, Contractor shall deliver to County a complete release of liens arising out of this Agreement, substantially in the forms attached hereto and incorporated herein by reference as **Exhibit B** and **Exhibit C**, for both the Contractor and any subcontractors or materialmen. Payment will not be made until a complete release of liens is received by the County. If any lien remains unsatisfied

after all payments are made, the Contractor shall reimburse Non-Profit or County any amount Non-Profit or County may have been compelled to pay in discharging such liens, respectively, including all costs and reasonable attorney's fees. The Non-Profit may withhold a twenty-five (25%) retainage from the Partial and Final payments, and pay as the retainage payment forty-five (45) days after verification that a Certificate of Completion has been issued, warranty documents have been supplied, and all liens have been released.

**3.5 CONTRACTOR UNDERSTANDS AND ACKNOWLEDGES THAT THIS PROJECT IS FUNDED BY FEDERAL AND/OR STATE GRANT MONIES.** The Contractor agrees to cooperate with the County to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relative documents related to the Project and as specifically requested by the funding entity. The Contractor additionally agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the Contractor by the Non-Profit upon request.

#### **Article 4. Contractor Responsibilities.**

4.1 Unless otherwise specified in this Agreement, Contractor shall furnish all plans, labor, materials and equipment necessary for satisfactory Project completion. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. Quality workmanship is expected on all work performed under this Agreement, and all work provided hereunder shall be subject to the inspection and approval of the Non-Profit and the County.

4.2 The Contractor shall supervise and direct all work on the Project using reasonable and appropriate skill and attention. The Contractor shall not employ any unfit person or anyone not skilled, or licensed, if appropriate, to perform the work under this Agreement.

4.3 The Contractor shall be responsible for the acts and omissions of all its employees, subcontractors, and subcontractor's employees, and all other persons performing any of the work under this Agreement.

4.4 The Contractor shall furnish to the Non-Profit and County a list of the names of the subcontractors proposed for the principal portions of the work before beginning work on the Project. All subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall in no way relieve the Contractor of primary responsibility for the proper completion of the work to be executed under this Agreement. The Contractor shall not employ any subcontractor to whom the Non-Profit or the County may have a reasonable objection.

4.5 The Contractor shall maintain a drug and alcohol-free workplace.

4.6 The Contractor shall be solely responsible for obtaining and paying for all required permits, licenses and inspections necessary to complete the Project, and shall comply with all Federal, State, and local laws, ordinances, rules, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed for failure to obtain required licenses, permits or inspections shall be borne solely by the Contractor. Any costs for re-inspections shall be the responsibility of the Contractor. Upon completion of the Project, Contractor shall provide Non-Profit and County with documentation of approved final inspection.

4.7 The Contractor shall remain appropriately licensed throughout the course of this Project. Failure to maintain all required licenses is considered a breach of this Agreement, and this Agreement may be terminated for cause.

4.8 The Contractor acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site; the character of equipment and facilities needed preliminary to and during the completion of the work. The Contractor further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by the Contractor to acquaint itself with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor shall it be considered a basis for any claim for additional time or compensation.

4.9 The Contractor shall furnish to the Non-Profit the names, addresses, and telephone numbers of the firms or suppliers of the various appliances or other equipment that is installed or repaired under this Agreement, and the Contractor shall furnish to the Non-Profit all manufacturers' and suppliers' warranties covering materials and equipment furnished under this Agreement. The Contractor shall provide evidence of compliance with this provision before a final request for payment is released.

#### **Article 5. Non-Profit Responsibilities.**

5.1 The Non-Profit shall permit the Contractor to use, at no additional cost, existing utilities such as light, heat, power, and water necessary for the proper execution and completion of the Project.

5.2 The Non-Profit shall cooperate with the Contractor to facilitate the performance of the work. The Non-Profit agrees to remove or protect all personal items, rugs, furniture, clothing, and any other material, if necessary.

5.3 The Non-Profit shall provide the Contractor with access to the Project during normal working hours on normal working days: Monday through Friday, 7:30 A.M. to 6:00 P.M.

5.5 The Non-Profit understands that excess materials may be ordered by the Contractor for its convenience. All construction materials are the sole property of the Contractor, and the Non-Profit shall not remove, use, or take any of the materials.

#### **Article 6. County Responsibilities.**

6.1 The County shall provide general administration of the Project, but it is hereby understood by the parties that the County is not a party to this Agreement.

6.2 The County shall make inspections of the work while it is in progress and upon completion to determine compliance in accordance with the Agreement specifications. The County shall have the authority to reject work that does not conform to the Agreement specifications. The Contractor may request to be present during all inspections.

#### **Article 7. General Terms and Conditions.**

7.1 Qualifications. The Contractor shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

7.2 Termination. If the Contractor defaults or neglects to fulfill in a timely and proper manner any of its obligations under this Agreement, or the Contractor violates any of the terms or provisions of this Agreement, the Non-Profit shall have the right to immediately terminate this Agreement and specify the effective date thereof. In such event, the Contractor shall be entitled to receive just and equitable compensation for any actual work satisfactorily completed in accordance with the terms of this Agreement. The Contractor shall not incur any additional costs under this Agreement. If any work or service is in progress but not completed as of the date of termination, this Agreement may be extended upon written approval of the Non-Profit until said work or service(s) is completed and accepted. The Contractor shall not be relieved of its liability for damages sustained by the County or Non-Profit by virtue of any breach of the Agreement by the Contractor, and the Non-Profit may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the County or the Non-Profit is determined and paid. The Non-Profit may withhold payment to correct damages from the Project, to include but not be limited to, expenses incurred for hiring another contractor to complete the Project, damage to Non-Profit's property and any additional expenses incurred to the Non-Profit which the Contractor may be responsible for. If such damages exceed the unpaid amount to the Contractor, the Contractor shall pay the difference to the Non-Profit.

7.3 Assignment of Agreement. This Agreement shall not be assigned except with the written consent of the Non-Profit. No such consent shall be construed as making the

Non-Profit a party to the subcontract or subjecting the Non-Profit to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the Contractor of liability and obligations under this Agreement and all transactions with the Non-Profit must be through the Contractor. Any acquisition or hostile takeover without the prior consent of the Non-Profit may result in termination of this Agreement for default.

7.4 Insurance. Contractor shall purchase and maintain at all times during the entire term of this Agreement, at its own cost or expense, policies of insurance with a company or companies authorized to do business in the State of Florida, insuring Contractor against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Contractor under the terms and provisions of this Agreement. Contractor shall not commence work under the Agreement until County has received an acceptable certificate or certificates of insurance in accordance with the following minimum limits:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$300,000
Completed Operations	\$300,000
Property Damage	\$50,000

(ii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statute, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.) If not required by law to maintain workers' compensation insurance, the Contractor must provide a notarized statement that if any of Contractor's employees are injured, Contractor will not hold the Non-Profit or the County responsible for any payment or compensation.

(iii) Both Habitat for Lake-Sumter Florida, Inc. and Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners, shall be name as additional insured as their interest may appear on all applicable liability insurance policies.

(iv) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation or nonrenewal of the required insurance. It is the Contractor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

(v) The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the Contractor evidencing coverage and terms in accordance with the Contractor's requirements.

(vi) Failure to obtain and maintain such insurance as set forth above will be considered a breach of Agreement and may result in termination of the Agreement for default.

#### 7.5 Indemnity.

A. The Contractor and Non-Profit shall indemnify, hold harmless and defend the County, its agents, officers, officials, commissioners and employees from and against any and all claims, liabilities, damages, suits or other expenses of any nature whatsoever arising out of, because of, or due to the performance of the work and services provided under this Agreement by the Contractor, its delegates, agents, employees or subcontractors, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and reasonable attorney's fees. In suits against the County arising out of this Agreement, the County may, at its option, defend itself or allow the Contractor or Non-Profit to provide the defense.

B. The Contractor shall indemnify, hold harmless, and defend Non-Profit from and against any and all claims, liabilities, damages or suits of any nature whatsoever arising out of, because of, or due to the performance of the work and services provided under this Agreement by the Contractor, its delegates, agents, or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and reasonable attorney's fees. In suits against the Non-Profit arising out of this Agreement, the Non-Profit may, at its option, defend itself or allow the Contractor to provide the defense.

7.6 Independent Contractor. The Contractor agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer or partner of the County. The Contractor shall have no authority to contract for or bind the Non-Profit or the County in any manner and shall not represent itself as an agent of the County or as otherwise authorized to act for or on behalf of the County. Additionally, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.7 Warranty. Contractor shall guarantee all work performed for a period of one (1) year from the date of final payment or one (1) year after issuance of the Certificate of Occupancy, whichever is applicable. All materials and supplies provided by the Contractor must be new, or specified if otherwise. Contractor is required to respond to the Non-Profit within seventy-two (72) hours for non-emergency and twenty-four (24) hours for emergencies to resolve any warranty issues. It is the Contractor's responsibility to determine whether or not it is warranty issue or Non-Profit negligence. If the Non-Profit

and Contractor cannot agree on what is covered by warranty the Contractor or Non-Profit is to contact the County to request a site visit. If it is found that the item is not a warranty item, Contractor holds the right to charge Non-Profit for the repair, or the Non-Profit may contract with another person to make the repair.

The one (1) year warranty does not include trees, bushes, shrubs or sod; these items are the responsibility of the Non-Profit to maintain once the Project is completed; however, the Contractor shall deliver these items as healthy and alive.

7.8 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery and other property shall be protected against damage or interrupted services at all times by the Contractor during the term of this Agreement. The Contractor shall be responsible for repairing or replacing property that is damaged by reason of the Contractor's work, or any of its subcontractors.

7.9 Public Records / Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the Contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the Contractor's office or facility. The Contractor shall maintain the files and papers for not less than five (5) complete calendar years after the Project has been completed or terminated, or in accordance with the NSP Federal requirements, whichever is longer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

7.10 Right to Audit. The County and Non-Profit reserve the right to require Contractor to submit to an audit by any auditor of the County's or Non-Profit's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County or Non-Profit to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to,



any subcontractor agreement entered into by the Contractor in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's or Non-Profit's audit shall be reimbursed to the County by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days from presentation of the audit findings to the Contractor.

7.11 Prohibition Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

7.12 Interests of Public Officials. No member, officer, or employee of the County, or its designees or agents, and no member or officer of the governing body of the locality in which the Project is situated or who exercise any functions or responsibilities with respect to the Project, shall have any personal financial interest, direct or indirect, in this Agreement. The Contractor shall take appropriate steps to assure compliance with this provision.

7.13 Non-Discrimination. During the term of this Agreement the Contractor shall be in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor shall not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or applicants for employment. The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

#### **Article 8. Scope of Agreement**

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. This Agreement supersedes and replaces any prior or subsequent agreement entered into between the parties. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications and subject to the County's written approval.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement through their duly-authorized representatives on the respective date under each signature.

NON-PROFIT

[Insert Non-Profit Name]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
[Insert Non-Profit Name]

This \_\_\_\_ day of \_\_\_\_\_, 2012.

CONTRACTOR

[Insert Contractor Name]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2012

## **EXHIBIT A: SCOPE OF SERVICES**

**EXHIBIT B**

LAKE COUNTY  
NSP PURCHASE ASSISTANCE & HOUSING REHABILITATION PROGRAM  
CONTRACTOR'S FINAL AFFIDAVIT AND LIEN WAIVER

Non Profit: \_\_\_\_\_

Job Address: \_\_\_\_\_

Legal Description (Parcel I.D.): \_\_\_\_\_

I, the undersigned, hereby acknowledge receipt of full and final payment for improvements on the above described property. I hereby waive any lien or right to lien which I may have against the described property. I further warrant to save harmless the property owner and the local government from any liens which are now in existence, or may hereafter arise by reason of said improvements, and cause the same to be released of record immediately.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Subscribed and sworn before me this day of \_\_\_\_\_, of \_\_\_\_\_, 2012

Notary Public, State of Florida

\_\_\_\_\_  
Print Name

Personally Known \_\_\_\_\_

Produced Identification \_\_\_\_\_

Type of I.D.: \_\_\_\_\_

# APPENDIX 11

## LAKE COUNTY HOUSING SERVICES

### CHANGE ORDER REQUEST

Non Profit: \_\_\_\_\_  
 Project Address: \_\_\_\_\_  
 Contract Dated: \_\_\_\_\_ Change Order #: \_\_\_\_\_  
 Contractor: \_\_\_\_\_

ITEM NUMBER	DESCRIPTION OF CHANGE	COST CHANGE
1.		
2.		
3.		
4.		
5.		
6.		
	<b>TOTAL COST CHANGE</b>	

The Contract will be increased/decreased to: \$ \_\_\_\_\_.

The Contract time is ( ) extended ( ) not extended \_\_\_\_\_ Calendar days.

New Completion date: \_\_\_\_\_.

This amendment is made a part of the Contract, and the parties have hereto set their signatures:

\_\_\_\_\_  
 Non Profit (date) Contractor (date)

\_\_\_\_\_  
 Housing Services Director (date) Community Development Spec. (date)

This Change Order hereby becomes an integral part of the Contract, pursuant to the Construction Contract. The contract amount is hereby amended by \$\_\_\_\_\_. The contract will be **increased/decreased** to: \$\_\_\_\_\_. The contract time is ( ) extended ( ) not extended calendar days.

The New completion date \_\_\_\_\_

\_\_\_\_\_  
Non-Profit (date)

\_\_\_\_\_  
Contractor (date)

\_\_\_\_\_  
Housing Rehab. Inspector (date)

\_\_\_\_\_  
Housing Services Division Manager (date)

**APPENDIX 12  
LAKE COUNTY NSP  
FINAL INSPECTION PUNCH LIST**

**OWNER(S):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

Upon final inspection of property located at \_\_\_\_\_  
\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I/We do hereby  
require the following items to be completed and or corrected within \_\_\_\_\_ days of the  
inspection:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

As of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, all items have been completed and or  
corrected to the satisfaction of the Homeowner.

**Non-Profit** \_\_\_\_\_ **DATE** \_\_\_\_\_

**Lake County Housing Staff** \_\_\_\_\_ **DATE** \_\_\_\_\_

**Contractor** \_\_\_\_\_ **DATE** \_\_\_\_\_

APPENDIX 13  
LAKE COUNTY  
NSP PURCHASE ASSISTANCE & HOUSING REHABILITATION PROGRAM  
CERTIFICATE OF FINAL COMPLETION

Address of Rehabilitated Property: \_\_\_\_\_

Contractor: \_\_\_\_\_

Owner: \_\_\_\_\_

Date of Completion of Work and Final Inspection: \_\_\_\_\_

\_\_\_\_\_

Date of Contract: \_\_\_\_\_

We have conducted a final inspection of the above reference property. To the best of our knowledge, the rehabilitation work performed on the property is complete and in compliance with the terms of the Contract for Rehabilitation Work. The dwelling now meets all applicable codes and ordinances relating to the property.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Housing Rehabilitation Inspector

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Non-Profit

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Building Inspector or Housing Representative

**This document must be presented with the following Lake County Building Department documents:**

1. Building permit
2. Inspection cards and reports
3. Certificate of Occupancy or Completion



**APPENDIX 14**  
**LAKE COUNTY HOUSING SERVICES**  
**REQUEST FOR FINAL PAYMENT AND INSPECTION**

I, \_\_\_\_\_, certify that the following repairs  
Name of Contractor  
Have been completed for:

Address: \_\_\_\_\_  
\_\_\_\_\_

Amount: \_\_\_\_\_

The following work was satisfactorily completed:

- 1.
- 2.
- 3.
- 4.
- 5.

The undersigned hereby certifies that the Contractor has fully completed scope of work as outlined in the proposal dated \_\_\_\_\_ between the Non Profit and the Contractor.

\_\_\_\_\_  
Non Profit Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Community Development Specialist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Housing Services Director

\_\_\_\_\_  
Date

## APPENDIX 15

### **DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS Declaration of Covenants and Restrictions (the "Declaration") is dated \_\_\_\_\_, 2012, and is made by the City of Leesburg, a municipal corporation organized under the laws of the State of Florida, (the "City"), whose address is set forth below the undersigned's signature, in favor of Lake County, Florida, a political subdivision of the State of Florida (the "County"), whose address is: 315 W. Main Street, Tavares, FL 32778

#### **RECITALS:**

- I. City owns the property described in **Exhibit A**, attached hereto and made a part hereof (the "Property").
- II. The County granted certain funds to the City for the development subsidy of the single family dwelling/multi-family complex located on the Property pursuant to that certain NSP Agreement between the County and the City (the "NSP Agreement")
- III. As a condition of the County's award of grant funds to the City, the Recipient agreed to cause certain covenants and restrictions to be placed on the Property pursuant to the NSP Agreement.

**NOW, THEREFORE**, City, in consideration of the premises and the sum of ten dollars and other good and valuable consideration, receipt and legal sufficiency of which is acknowledged by City, agrees as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The following affordability requirements required by the NSP Agreement shall be covenants that shall touch and concern the Property and shall be deemed covenants running with the land:

**Housing assisted with NSP funds must meet the affordability requirements of the Housing and Economic Recovery Act of 2008 (HERA), Public Law 110-289, Department of Housing and Urban Development (HUD) Docket No. FR-5255-N-01, HUD Docket No. FR-5255-N-02, and the Lake County NSP Substantial Amendment to the Consolidated Plan. Repayment of the funds by the Recipient to the County will be required if the housing does not meet the specified affordability requirement time period. Specifically:**

- a. For the affordability period of fifteen (15) years commencing on the date of sale of the Property to City, The Property may only be sold to Citys who will continue to rent to households with income that does not exceed 50% of the Local Area Median Income.
- b. This affordability requirement shall remain in effect for the term stated herein irrespective of the sale, conveyance, or other transfer of the Property, and irrespective of the termination, satisfaction, release, or other discharge of any NSP-related mortgage or the lien thereof upon the Property, and shall be binding upon the City, its successors, assigns and transferees, and all parties having any right, title or interest in the Property. Notwithstanding the foregoing, however, upon foreclosure by a lender or other transfer in lieu of foreclosure, the affordability period shall be terminated if such foreclosure or other transfer recognizes any contractual or legal rights of

public agencies, non-profit sponsors, or others to take actions that would avoid the termination of low-income affordability; and further provided that the affordability restrictions shall be revived according to the terms hereof if, during the original affordability period, the owner of record before the foreclosure or other transfer, or any entity that includes such former owner or those with whom such former Non-Profit has or had family or business ties, obtains an ownership interest in any of the Property.

IN WITNESS WHEREOF, City has caused this Declaration to be executed in its name as of the date first above written.

ATTEST:

CITY

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
City Attorney





## **APPENDIX 15: NSP RENTAL APPLICATION**